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THE AMERICAN

ELEVATOR AND GRAIN TRADE.

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A MONTHLY JOURNAL DEVOTED TO THE ELEVATOR AND GRAIN INTERESTS.

PUBLISHED BY MITCHELL BROS. COMPANY (INCORPORATED) VOL. XXVI. CHICAGO, ILLINOIS, AUGUST 15, 1907. No. 2. ONE DOLLAR PER ANNUM, SINGLE COPY, TEN CENTS.

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— THE BEST IN THE WEST
Is Ready for Business

Spouts, Hoppers, Boots, Steel Elevator Legs, Conveyor Boxes, Loading Spouts, Buckets, Tanks, Etc.

If you want anything made of
STEEL

Send us your specifications. Our machine shop facilities have also been greatly increased.

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Main Office and Works, AURORA, ILL.

NEW YORK Office, 41 Wall St. CHICAGO Office, First National Bank Bldg.

Specially Constructed
ELEVATOR BELTING

THE BEST MADE
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The Cheapest
Get Our Prices

THE GUTTA PERCHA
AND
RUBBER MFG. CO.
214-226 Randolph St.
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Are You Going to Buy Any New Machinery?

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Then send us your specifications. Our line of machinery includes everything required in connection with a grain elevator, such as:

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KENNEDY CAR-LINER.

This liner, costing less than two bushels of wheat, absolutely prevents leakage of grain in transit. The price for a complete liner is \$1.30 and it can be installed in four to five minutes. If you use them, you will find quite a difference in your out-turn weights. Write us if further information is desired.

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WE BUILD COMPLETE PLANTS—Built 15 Plants Since 1905

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2705 N. Broadway
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WE MAKE 150 styles and sizes of Shellers.
DON'T YOU THINK we have what you need?



NEW PROCESS CORN SHELLERS

for Grain Elevators and Mills are made either with or without Cleaning Apparatus; with or without Feeder, Extension Drag-feeder, Shelled Corn Elevator, Cob-Carrier or Shuck Separator.

THEY REQUIRE LESS SPACE AND POWER

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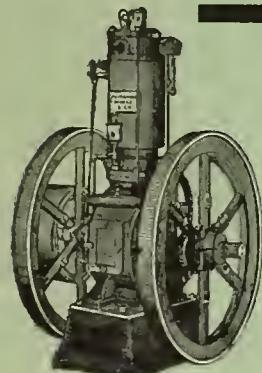
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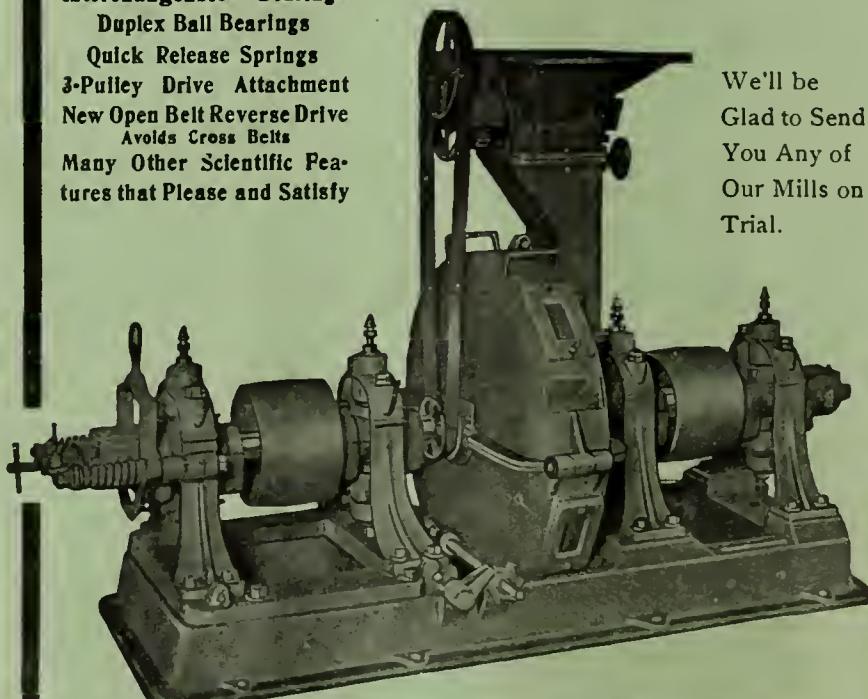
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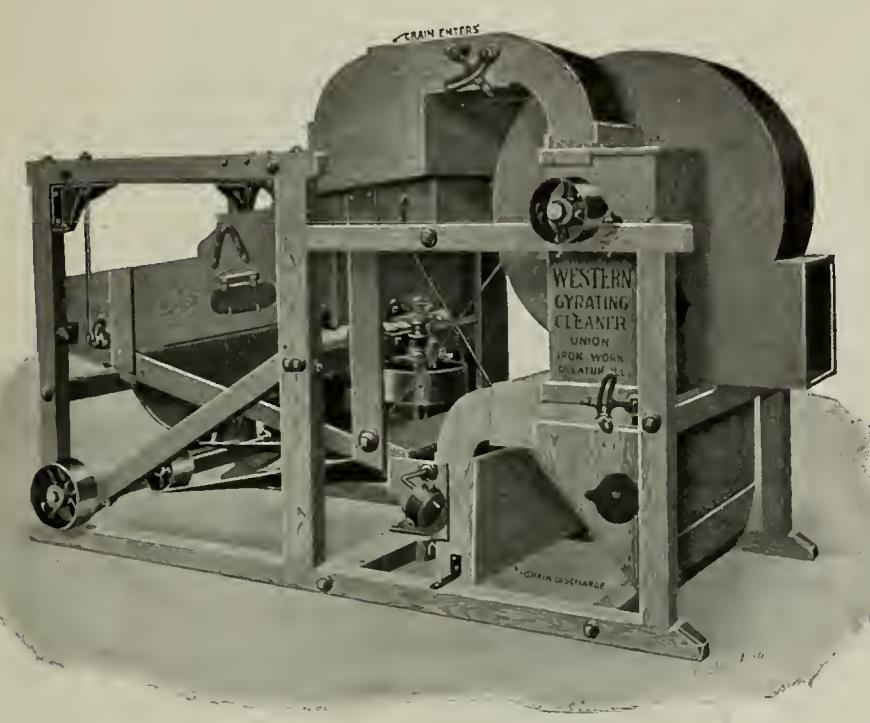
Grinds Ear Corn, Chop Feed, Bran, Offal and all Small Grains, Cracks Corn.

Fast, Fine Grinding

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The "Western" Gyrating Cleaner



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DECATUR, ILL.**

MADE IN EIGHT SIZES

Capacities—200 to 2,500 bushels per hour.

CLAIMS

We claim greater capacity, better separation, better cleaning, better balance (less vibration), better control, greater durability, and last but not least, the most convenient and least expensive machine to install.

Note what a leading grain firm of Central Illinois, who has used this machine for nearly a year, has to say about it.

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Union Iron Works,
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Gentlemen:

The "Western" Gyrating Cleaner bought of you and shipped to us September 15, 1906, has been in almost constant use since. The

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We have cleaned about 300,000 bushels of corn and oats on the machine and the work has been simply perfect. The vacuum chamber catches all the refuse worth catching, and the sand screen removes all the fine particles of grain and dirt, thus making the grain less liable to get out of condition, and we find a ready sale for all the refuse and screenings.

As to the machine, we have never fastened it in any way. It is so perfectly balanced there is no jar or vibration, and have not found it necessary to adjust a single box or bearing as yet.

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Write us and save
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The Ellis Drier insures even and perfect drying at low temperatures. The only machine where the air passes through the grain uniformly and reaches every kernel. Built in all sizes from five bushels' capacity and up.

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if your elevator is equipped with
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Midland Machinery Co. Make

OUR motto has been, constantly,
the best that we can manufacture, with the result that grain men ordering equipments from us are assured of an economically working elevator and one that will be equal to every emergency which the modern house is called upon to meet.

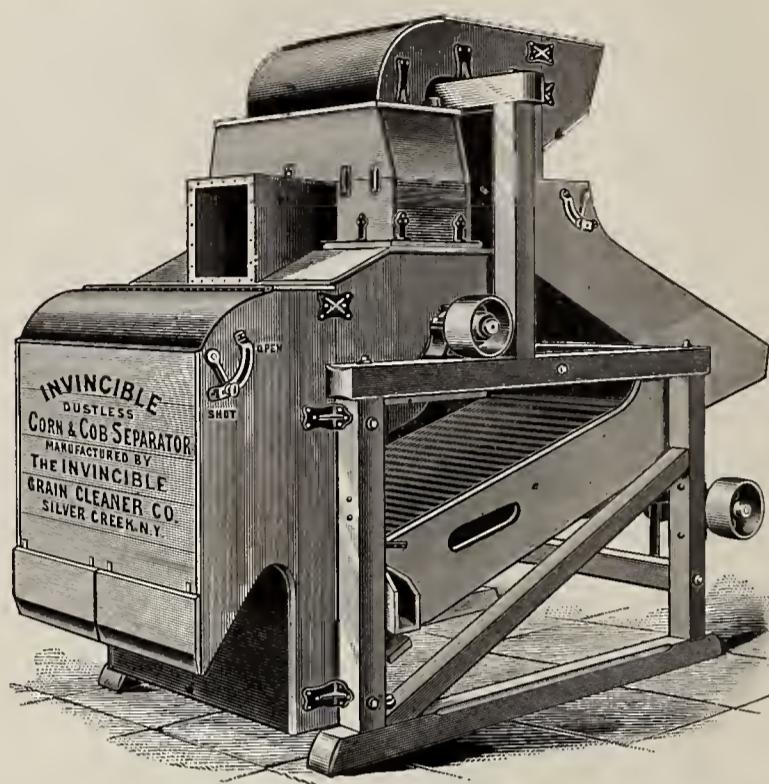
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CLEAN YOUR CORN

This Separator takes out cobs, silks and all foreign matter and gives a high grade of corn.

It is the most popular corn and cob separator on the market, the result of its extremely nice work. Order now.



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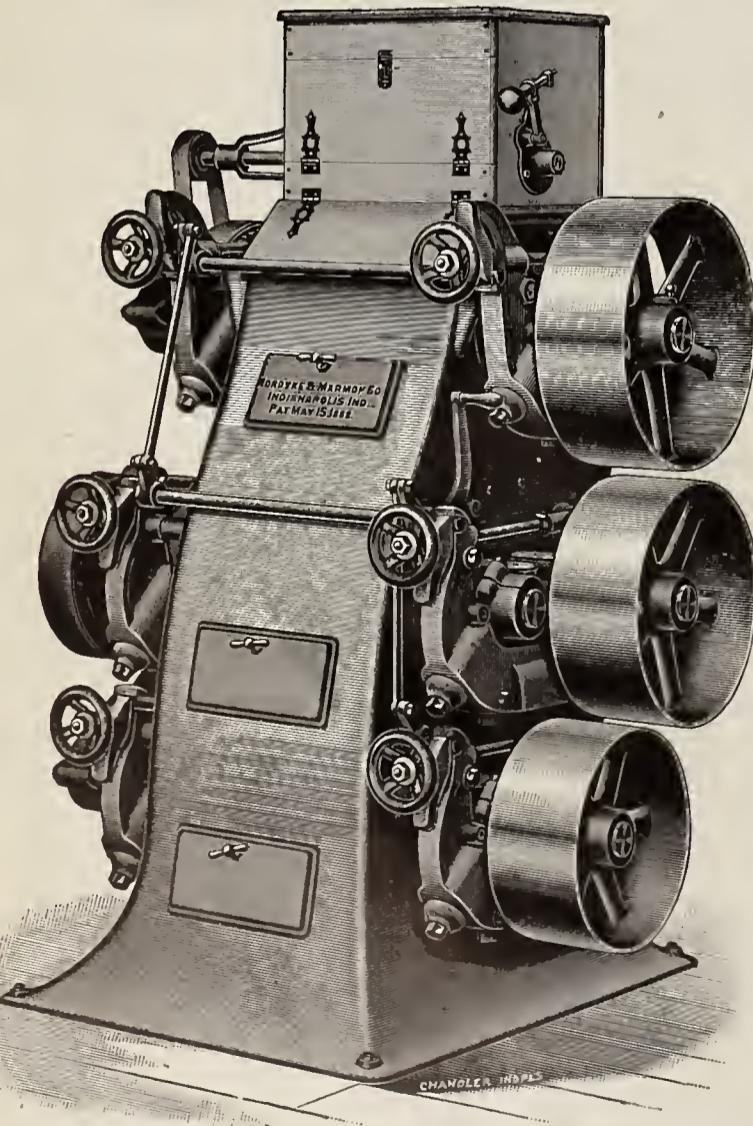
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America's Leading Flour Mill Builders

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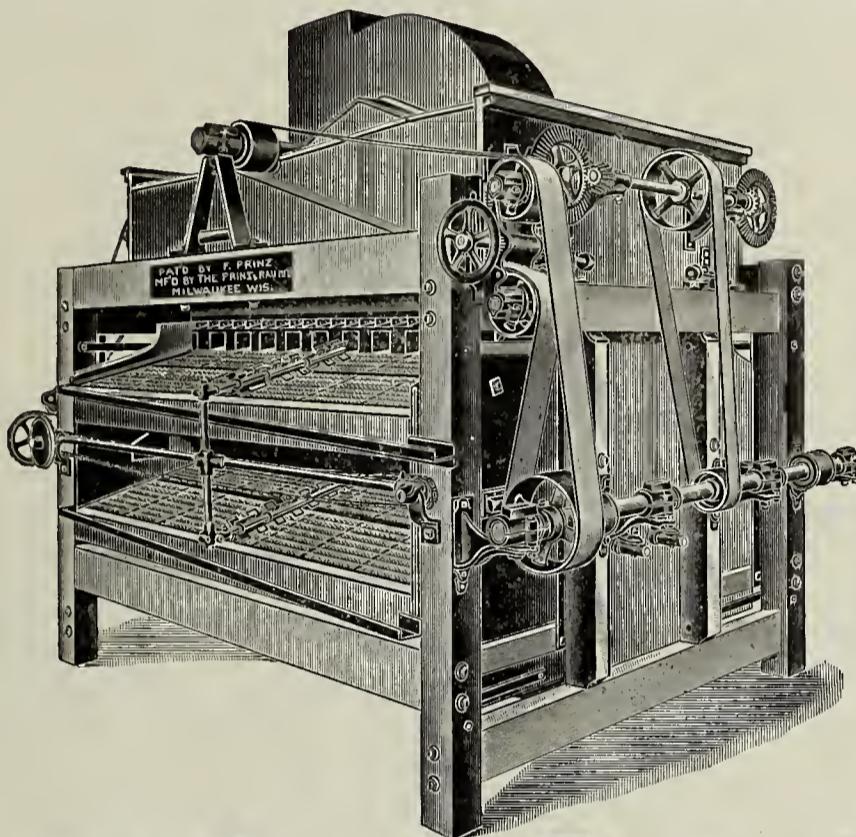
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Sheet Steel Sieves
that do not wear out.
Patented Automatic
Sieve Cleaner, Dis-
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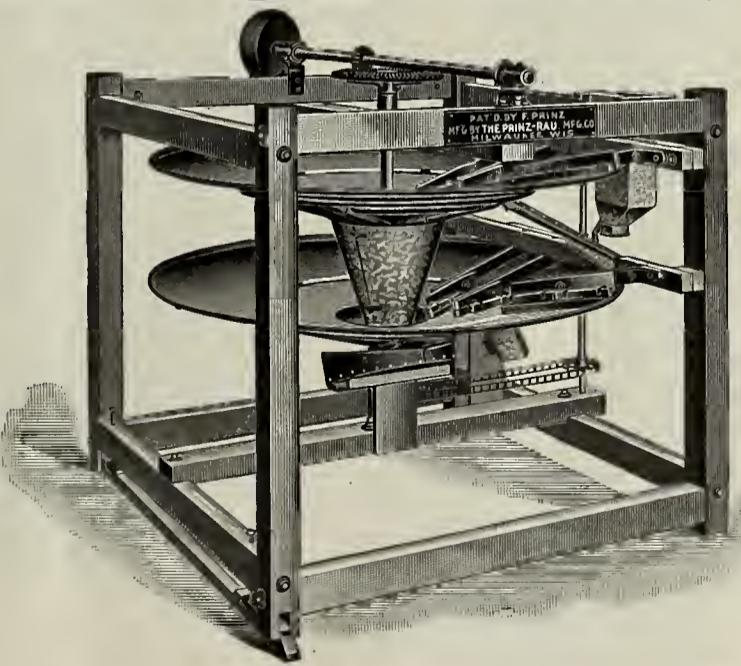
Perfect Separations
Made Without Loss of
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PRINZ MUSTARD SEED SEPARATOR

The Only Machine That
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Seed From Grass Seed
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Pure, Clean Mustard
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No, I have not had to adjust that belt for ten years.
Yes, just once, about three months after it was put in, we took up a little slack.
No, it doesn't. It stretches evenly and runs slack all right and perfectly straight.
Yes, just as fast as we replace any of our elevator belts, we get the Leviathan from Phila.—Main Belting Co.
Oh, yes, indeed; saves at least 50%.

C. C. T.

STOP THAT LEAK!

A Small Leak loses a lot of money.
Are you certain that you are not giving over-weights on your Feeds? Yes, if you are using a

RICHARDSON IMPROVED, AUTOMATIC BAGGING SCALE

Specially built to meet the demand for a Portable Machine of High Speed and Exceptional Accuracy. Fitted with Patent Dumping Gear, controlled either by hand or foot. Guaranteed to accurately take care of 8 2½-bu. bags per minute.

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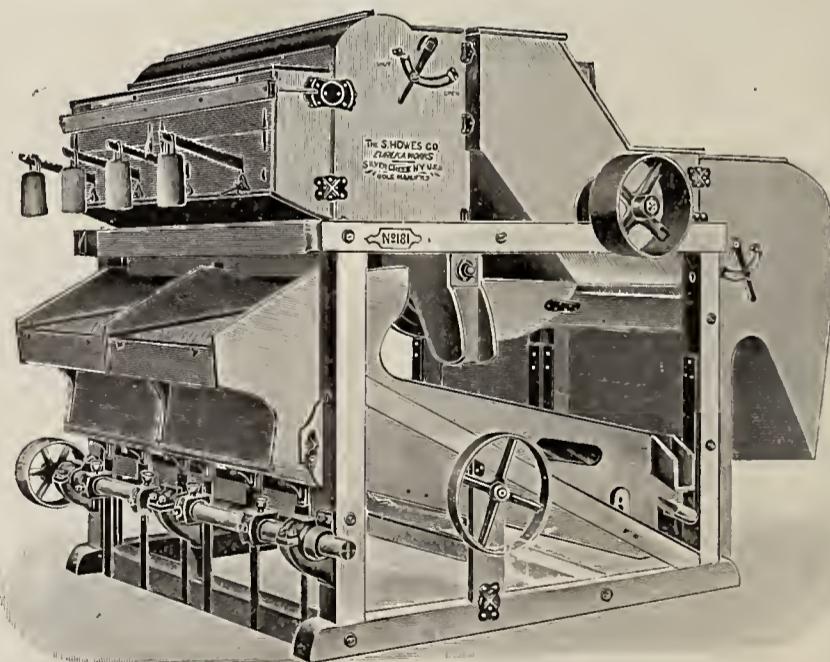
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THE "Eureka" Counterbalanced Elevator Cleaner



WITH AUTOMATIC SIEVE CLEANERS.
NO VIBRATION. LARGE CAPACITY. CLOSE SEPARATIONS.
SELF-OILING BEARINGS. NO ATTENTION REQUIRED.



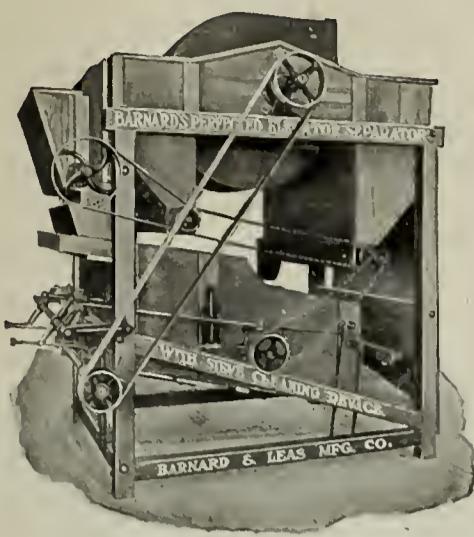
We supply every requirement in the grain cleaner line with the highest grade machines. Correspondence solicited.

THE S. HOWES CO.

"Eureka" Works, SILVER CREEK, N. Y.

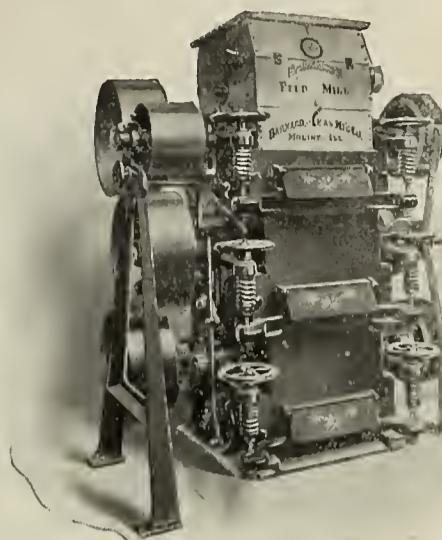
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We make or supply everything necessary to completely equip elevators of all capacities.



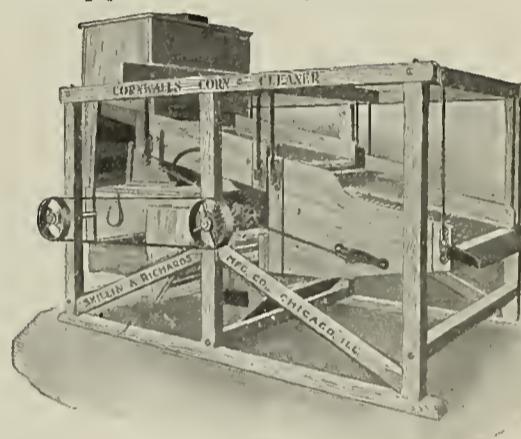
Barnard's Perfected Separator with Sieve Cleaning Device; The Victor Corn Sheller;

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BUILDERS OF
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We have the finest equipment in the country for doing

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PASSING MORE AIR AT SAME SPEED FAN"

The Mechanical Engineering Dept.

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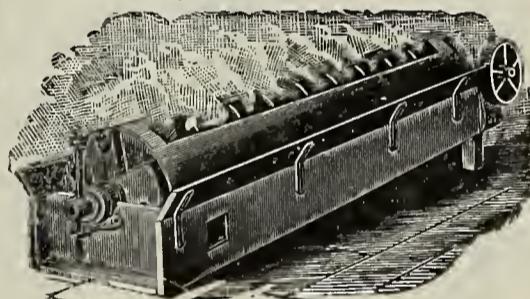
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Not an Experiment. In successful use 25 years drying CORN MEAL AND HOMINY, BREWERS' GRITS AND MEAL,

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Goes like Sixty
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To equip your Grain Elevator Building with our light self-lifting passenger lifts. Strong and substantially made.

INEXPENSIVE, QUICK
No more work climbing stairs. Cost no more than stairways and take up one-quarter the room.

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*That's What
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The Watch Dog of the Granary

*It will see
that your
weights
are correct*



A FAULTLESS
AUTOMATIC WEIGHING
MACHINE

BUILT BY

**THE AMERICAN
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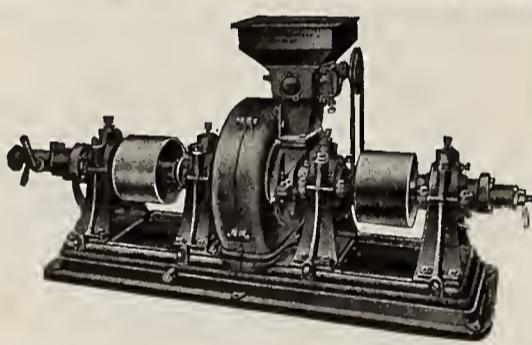
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OUR CLAIMS



Monarch Attrition Mills

are so far superior to all other feed grinders that there is no comparison. Elevator men and millers who are using them know this and we want to prove it to you. We want you to investigate the claims we make for the MONARCH and are willing to make it easy for you to do so. We will send you a mill on trial and will pay charges both ways if it does not do all we claim it will. You are to be the sole judge of its efficiency.

No matter what feed material you want to grind, or how fast or how fine you want to grind it, the MONARCH will do the work. The machine is built in twelve sizes, for plants of different capacities. It will pay you to write for

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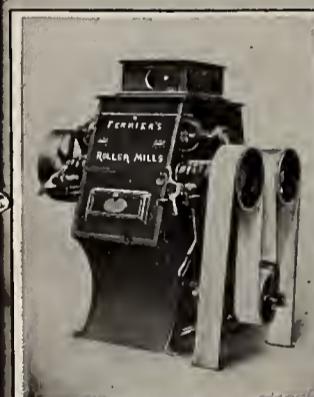
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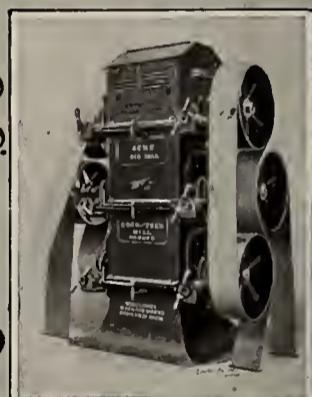
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**MILL BUILDERS
AND FURNISHERS**

**ACME CORN
AND FEED MILLS
4 AND 6 ROLLS.**

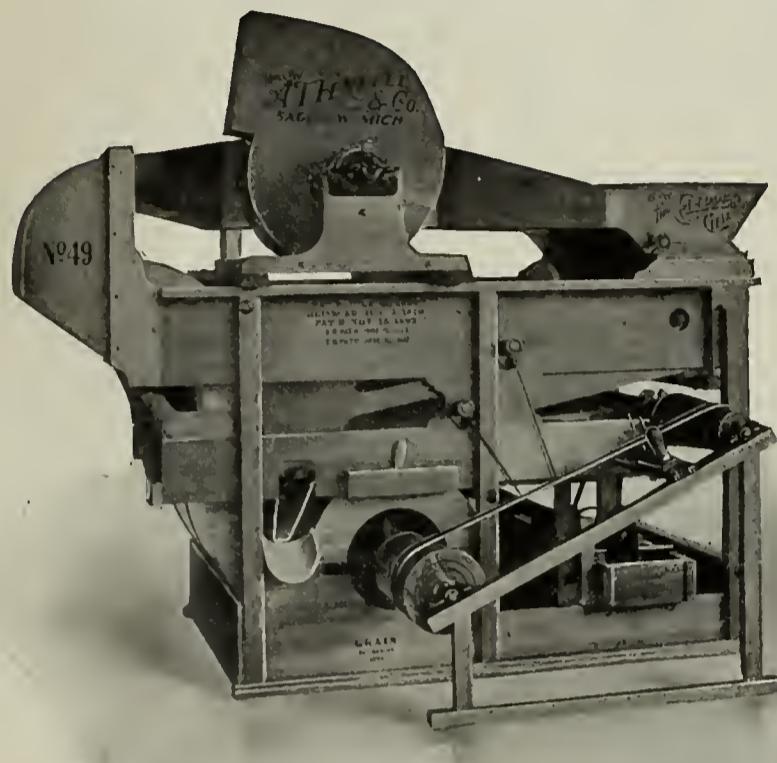
**Rolls Reground and Recorrugated.
Send for Catalog and Prices.**



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BOLTING
CLOTH**

ELEVATOR, FEED MILL AND
BUCKWHEAT MACHINERY.
PLANS FURNISHED IF DESIRED

The "Clipper" Cleaners with Traveling Brushes



Our traveling Brush device is the simplest, strongest and best made. Strong fibre brushes are made to travel back and forth across the under side of the screens, thoroughly brushing them and freeing the perforations from any grain or seed with which they may become clogged, making it impossible for the meshes to fill up.

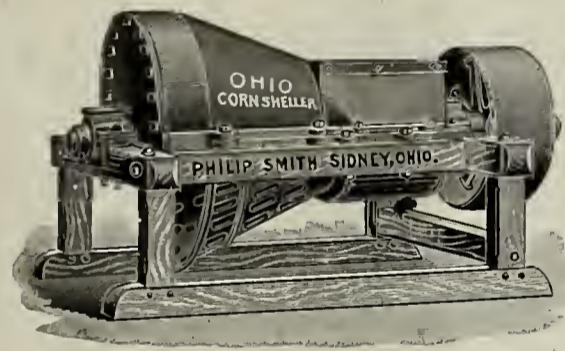
Any man who has used a Cleaner or Separator knows that the meshes or perforations in the lower screen soon become clogged so that it is necessary to "scrape" or "pound" the screen in order to clear the perforations. Our Traveling Brushes keep the screens clear all the time, and make the capacity and work of the machine uniform.

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The advantages of using one of our machines equipped with Traveling Brushes is apparent: The quality of the work is improved; the capacity of the machine is increased; the cost of operation is reduced, and one has the satisfaction of knowing that he has the best that money can buy.

Catalogue with prices and full description upon application.

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Corn Shellers

Corn Cleaners

Drags, Dumps, Etc.

When you want any machinery
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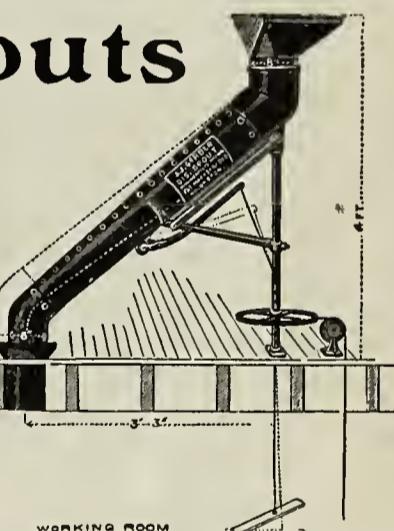
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Reasonable Prices

That is what you get when you buy the **GERBER IMPROVED No. 2 DISTRIBUTING SPOUT**. Can be operated from working floor.

Prevents mixing of grain. It's like trading dollars when you buy this spout, for you get full value for every cent spent. I make a specialty of Elevator and Mill Spouting. Write for particulars.

J. J. GERBER.

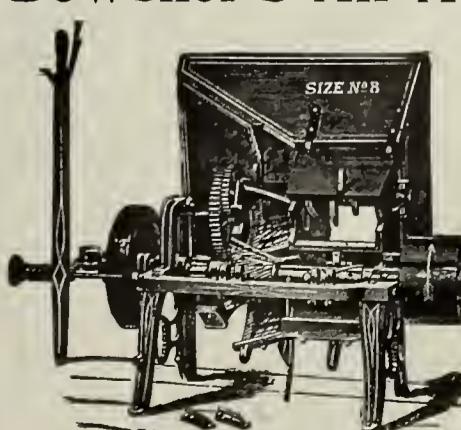


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Bowsher's All-Around Feed Mill

(Sold with or without sack elevator)

It CRUSHES ear corn (with or without shucks) and GRINDS *all kinds* small grain and KAFFIR IN THE HEAD. Has CONICAL shaped GRINDERS, DIFFERENT FROM ALL OTHERS. RUNS LIGHT. Can run EMPTY WITHOUT INJURY. Ahead of rolls or stones in speed and quality of work.



Drive pulley overhung. Belt it to it from any direction.
Makes complete independent outfit.

YOU NEED a mill now. QUIT THINKING about it. COMMENCE to investigate. Give US a chance and we'll tell you WHY we think ours is the best. SEVEN SIZES: 2 to 25 H. P. Circular sent for the asking.

THE N. P. BOWSHER CO., South Bend, Ind.

Don't Deceive Yourself—

- ¶ The crop records are more favorable. EQUIP YOUR PLANT, HOWEVER, TO DO THE BEST CLEANING POSSIBLE.
- ¶ Despite the early unfavorable weather and the gloomy forecast sent out a few months ago, summer has taken a good hold of the growing crops and conditions now are quite favorable; and although a full crop will not be realized, the average yield will be good.
- ¶ The yield, however, will require the best of cleaning and you should look over your equipment and see what is lacking; always bearing in mind that MONITOR machines represent absolutely the highest type of machinery built for its special uses.
- ¶ You'll find MONITOR machines in the largest mills in the world—you'll find Monitors in the smaller plants—no order is too large for us to estimate on and none too small. Altogether there are over 25,000 of our machines in the mills and elevators of the country, each giving a perfection of service.
- ¶ We shall be glad to allow responsible parties 30 days' running trial of any of our machines on their own floors.
- ¶ If you haven't our catalogue on file, let us send you a copy without delay. Look it over, then we'll tell you of concerns right in your own neighborhood who have used MONITOR machines for years. There are no better machines built.

We have a stock of medium sized machines we can ship on receipt of orders

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Separators, Smutters, Barley Separators, Graders,
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THE AMERICAN ELEVATOR AND GRAIN TRADE.

A MONTHLY JOURNAL DEVOTED TO THE ELEVATOR AND GRAIN INTERESTS.

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NEW ELEVATOR AT VANLUE, O.

We show in our illustration the new and modern grain elevator of Charles Sutter at Vanlue, Ohio. It has a capacity of 15,000 bushels of small grain and 5,000 bushels of ear corn. The house is of cribbed construction, with concrete foundation, and is entirely covered with galvanized iron. It is equipped with one elevator leg, with 7x15-inch cups, United States Sheller, Barnard & Leas Cleaner, Fairbanks Scale, and an A. T. Ferrell Clipper Mill for wheat and seeds. The machinery is driven by a system of rope drives, the power being supplied by a 25-horse-power steam engine.

The elevator was built by the Burrell Engineering & Construction Co., Chicago.

PAY THEIR FINES.

Fines of the Ames-Brooks Co., the McCaul-Dinsmore Co. and the Duluth-Superior Milling Co. of \$1,000 each were paid on July 27 in the United States District Court in Minneapolis before Judge William Lochren as a result of indictments, returned by the Federal grand jury last October, charging the firms with accepting rebates from the Great Northern Railway Co. on shipments of grain.

After demurrers had been overruled by the court, the companies pleaded guilty to the first count in each indictment and the remainder were nolled by agreement with Paul A. Ewart, Assistant United States Attorney.

Smutty wheat should be kept separate. Two cars new wheat in with smutty ends to-day. It contaminated the good. Keep your good and smutty separate. It will pay better. There may be more smutty than last season. Smut balls can occasionally be blown out, but where they are crushed the wheat must be washed to save it.—King & Co., Toledo.

An agreement has been made between the grain dealers of Nashua, N. H., that in the future no bags will be loaned. In the future any person using grain will be obliged to bring the bags with them or put up their price, which money will be refunded when the sacks are returned. The grain dealers have lost a good many bags each year by loaning bags that never were returned.

SOUTHERN WHEAT.

Southern wheat was slow in maturing and in reaching Baltimore this season; but when it did begin to arrive it came in a flood. The crop for Maryland is estimated at 15,000,000 bushels, and most of it is expected to go to Baltimore, although rates, it is said, "appear to be against this port, since bag lots can be sent from points on the Peninsula to Philadelphia at one cent per bushel cheaper by car than to Baltimore by boat."

However, the East Shore during July contributed liberally to Baltimore's quota; for it is recorded that every type of the Chesapeake Bay craft was employed "hastening the products of the fields from the creeks, rivers and bays that indent the bay shore from the Elk to the Sassafras and streams below, that penetrate the grain belt of the eastern side of the bay. The cargoes come in steamers, power barges, schooners, bugeyes, skipjacks and sloops, even the squarebow, lee-board, sailing scow from the upper waters of the Susquehanna occasionally drops in with grain because there are not enough of the sharp-bowed sailing craft to meet the demand for freight."

July 27 was the red-letter day of arrivals this season. Fifty-two vessels were registered at Baltimore & Ohio Elevator B and Northern Central Elevator No. 3; and 77,000 bushels were unloaded. The fleet lying off both these places of discharge was the most animated of any day since wheat began to move from the fields to port about three weeks previous. However, the total receipts to that date for the season were only 455,231 bushels against 867,500 bushels in 1906. The quality is said to be equal to the best Maryland and Virginia have ever grown.



CHARLES SUTTER'S NEW IRON-CLAD ELEVATOR AT VANLUE, OHIO.
Built by the Burrell Engineering & Construction Co., Chicago.

Baltimore grain men are asking their railroads to supply more grain driers.

[For the "American Elevator and Grain Trade."]
**HISTORY OF AMERICAN EX-
 CHANGES—IV.—THE PEORIA
 BOARD OF TRADE.**

BY L. C. BREED.

Prior to the year 1857 no formal organization of business men existed in Peoria, having for its object the promotion of the mercantile and general business interests of the city. During the month of April of that year an association was formed, in accordance with an act of the legislature, approved and in force February 8, 1849, authorizing the incorporation of boards of trade and chambers of commerce in cities of the state. The new organization, composed of some fifty prominent citizens and business men of Peoria, adopted the name of "Peoria Board of Trade," and chose officers as follows: President, John C. Grier; vice-president, Alex. G. Tyng; secretary, John M. Cowell; treasurer, Lewis Howell.

The present survivors (1907) of the original members of the Board are six in number, embracing the following names: J. W. Hansel, Richard Cox, David McKinney, D. C. Farrell, B. L. T. Bourland and John T. Lindsay.

Two meetings of the Board per year were provided for by the constitution; but there are no records accessible showing whether such meetings were held or the work actually accomplished.

On February 15, 1865, a new association was created by special charter granted by the state legislature, approved by Gov. R. J. Oglesby, under the title of the Peoria Mercantile Library. It was not properly named, for the reason that the charter included a commercial organization to be known as the "Peoria Merchants' Exchange." The attachment of a commercial title was for the purpose of enlisting the interest of the business men of Peoria—the merchants, manufacturers and others identified with business affairs—and, through this class, of obtaining a financial foothold that would result in securing means for the purchase of a permanent home for a Mercantile Library. This was, in a certain sense, in imitation of the plan of the then famous "Mercantile Library" of St. Louis. The object of the association, as stated in section second of the charter, was "to establish and maintain a Public Library, Merchants' Exchange and Reading Room." The plan to a certain extent proved successful, as the valuable property known as the home of John L. Griswold, on the southwest corner of Main Street and Jefferson Avenue, was purchased at a cost of \$10,000.

Out of this movement grew a sort of double-headed organization, the "Merchants' Exchange" branch being organized April 4, 1865. The "Merchants' Exchange" was allotted a small room on the first floor of the old Griswold residence, where it was suggested that business men who might so be inclined could meet and discuss business affairs and read the local and Chicago morning papers, which then arrived in the evening.

Beyond the impulse given by this association to what is now the Peoria Public Library, little was accomplished, under this charter, toward developing a strictly business men's organization.

Accordingly, in the latter part of the year 1869, a third movement was inaugurated, which resulted in the organization of the "Peoria Board of Trade" as it exists to-day. The primary object of the organization was to foster and maintain trade in grain, although it has had a strong influence upon traffic in other products, and has proved an important factor in the development of railway enterprise and in general city improvements. After its organization in December, 1869, the Board held its meetings, for some months, in a room on the second floor of a building on South Washington Street, opposite the present Chamber of Commerce Building (now occupied by the Board of Trade), but afterward removed to

more commodious quarters at the corner of Fulton and Washington Streets, which it first occupied on November 10, 1870. Here it remained until 1875, when the Chamber of Commerce Building was erected.

On January 30, 1875, the "Peoria Chamber of Commerce Association" was organized under the general incorporation laws of the state, for the purpose of "providing suitable grounds and the erection and furnishing of a suitable building in said city of Peoria, to be known as a Chamber of Commerce." The object was to provide a suitable home for the Peoria Board of Trade, which had been organized five years previous. Steps were immediately taken for the erection of the building in contemplation on the organization of the company. On February 13, 1875, a site on the northeast corner of Washington and Harrison Streets was purchased, at a cost of about \$10,000, and the building was completed December 15, 1875. The total cost of the building was approximately \$90,000. On January 29, 1888, the building



THOS. A. GRIER,
 President Peoria Board of Trade.

was partially demolished by fire, but was rebuilt within the next few months on a somewhat modified plan.

The building covers an area of 65 feet front on South Washington Street, by 145 feet on Harrison Street, and is four stories in height, the outer walls above the stone foundations being constructed of brick, with blue Amherst cut-stone trimmings. The membership fee is now \$100. The total membership is about one hundred individuals.

As is well known, Peoria has for years stood among the three or four markets which handle the largest amount of corn and oats in the country, and is the largest local corn consuming point in the world. The entire grain receipts for 1906 were 38,128,600 bushels; shipments, 29,698,484 bushels—showing a marked increase over 1905.

For 1907, Thos. A. Grier was elected president. The secretary of the organization is John R. Lofgren.

SUPERIOR ELEVATORS.

The "Omaha" road announced on July 28 that it would abide by the order of the Wisconsin Grain Commission and reopen the Itasca Elevator to the reception of grain from the general public. The Great Northern is expected to do the same. The ruling of the Commission provides that the storage rates shall be those in force in 1904.

The first car of new standard oats arrived in Chicago on July 29 from central Illinois, and sold at 45 cents. There was also a car of new No. 4 white, which sold at 39½ cents Illinois proportional billing, the oats being soft and bad. Last year the first receipts of new were July 20, from central Illinois, and graded standard.

[For the "American Elevator and Grain Trade."]
LIABILITY FOR THE SUFFOCATION OF A BOY IN A GRAIN BIN.

BY J. L. ROSENBERGER.

A Member of the Bar of Chicago and Cook County, Ill.

To effect the transfer of some oats from a shipping bin to an elevator, arrangements were made for the services of a "man and team," the "man" sent therefor being a boy a little over sixteen years of age. While removing the oats some obstructions interfered with their free flowage from the bin, and it was claimed that an employe of the elevator company sent the boy into the apartment for the purpose of having him remove this obstruction, and that while there the oats fell in upon him and smothered him. There was no doubt that the boy was smothered to death by reason of the oats falling over and upon him; but the company denied that it or any of its agents ordered the boy to go into the bin or that they knew he was there until some time after he had disappeared. That the bin was a dangerous place for a boy, either at work or in play, was frankly conceded; but it was claimed that the death of the boy was an accident for which no one was responsible. That question, the Supreme Court of Iowa says (Meier vs. Way, Johnson, Lee & Co., 111 Northwestern Reporter, 420), was one clearly for a jury, and with its finding in this respect against the company this court will not interfere.

It was claimed that the employe alleged to have sent the boy into the bin was nothing but a fellow servant for whose acts the company was not responsible. The testimony, however, showed that the employe was in charge of the elevator; that he was accustomed to employ men to assist him therein; that the boy was employed by him; and that he gave the boy as well as others directions as to their work. In ordering the boy into the bin and directing him as to his work, he was clearly the alter ego (other self) of the company and manifestly a vice-principal. That it was negligence to send the boy into a dangerous place and to do a work for which he was not employed, without warning him of the dangers, is well settled by Iowa cases cited.

The jury were instructed: "One of the charges of negligence on the part of the defendant is that the defendant failed to give the said Emil Meier any caution, warning or instruction as to the dangers or hazards of the place where he was set to work or the work he was required to do. In relation to this matter, you are told that it is the duty of a master to use reasonable and ordinary efforts to warn or instruct young or inexperienced servants respecting the danger, if any, of obeying directions given to such servant, whenever obedience to such orders or directions will expose such servant to danger of injury from any cause which is known or which would, in the exercise of ordinary care, be known to the master whenever the master knows, or in the exercise of ordinary care should know, that the servant, because of youth or inexperience, is not aware of the danger; and providing the danger is not known, or open and obvious, so that in the exercise of ordinary care the servant would be aware of such danger. As applied to this case, if you find from the evidence that the defendant directed Emil Meier to go into the bin where he met his death; and if you further find from the evidence that the same was a dangerous place and going into the bin was a dangerous undertaking; and if you further find from the evidence that the defendant, through its agents or employes in charge of the work, knew that Meier was about to go into the bin, then you are told that it was the duty of the agents in charge of the work to notify and warn Meier of the dangers which in the exercise of ordinary care they either knew or should have known he was about to encounter. However, if you should find from the evidence that the defendant, through its agents in charge, directed Meier

to go into the bin, yet if you should find from the evidence that at the time Meier went into the bin he knew the condition thereof, or if you should find from the evidence that the dangers he did encounter were open and obvious, so that in the exercise of ordinary care Meier could be aware of the dangers he was about to encounter, then the defendant would not be liable for the injuries sustained or for the death of Meier." This instruction, the Supreme Court says, was manifestly correct.

Further, it is said that the dangers were open and obvious, and that there was no duty to warn. This was a question for the jury. In this connection, it must be remembered that the lad went into the place with which he was not familiar, pursuant to a specific order. In such cases the doctrine of assumption of risk has no place. In any event, the doctrine of assumption of risk was for the jury.

The same may be said of the question of contributory negligence. The boy being dead, the case was aided by the presumption that he was in the exercise of due care when he received his injuries. The dangers were not obvious, and in any event the age of the boy should be considered in solving the question as to his care. The case was peculiarly one for the jury.

Judgment for the plaintiff was affirmed.

MUTUAL FIRE INSURANCE.

The Grain Dealers' Mutual Fire Insurance Company of New England was formally and legally organized in Boston on July 26 when the following directors were elected: For three years—Dean K. Webster of Lawrence, Charles M. Cox of Melrose, Milton L. Cushing of Fitchburg, Robert Mackinnon of St. Johnsbury, Vt., and C. E. Halsted of Springfield; for two years—Charles P. Washburn of Boston, William L. Winslow of Fall River, V. M. Bourneuf of Haverhill, Eben J. Ham of Lewiston, Me., F. G. Humphrey of Waterbury, Conn.; for one year—Henry R. Burbeck of North Abington, H. A. Crossman of Needham, Benjamin W. Brown of Concord, George W. Kent of Providence, R. I., and George S. Morrill of Laconia, N. H. The other officers of the company are: President, Dean K. Webster; vice-president, Milton L. Cushing, Fitchburg; treasurer, V. M. Bourneuf, Haverhill, and secretary, A. Shirley Ladd, Boston. The company starts with \$1,000,000 of business on its books.

The Iowa Grain Dealers' Association on July 10 decided to organize a mutual fire insurance company, to be called the Western Grain Dealers' Mutual Fire Insurance Co. The home office of the company will be located in Des Moines and the annual meetings will be held in that city at the same time as the gathering of the members of the Grain Dealers' Association.

Members will be insured from loss or damage by fire, tornadoes, lightning, hail or wind storms. The association will continue for a period of twenty years, but may be dissolved sooner by a majority vote of its members. There shall be eleven directors beside the regular officers. A reinsurance reserve fund shall be maintained equal to 10 per cent of the receipts from assessments during the year until the total amount thus accumulated shall equal 40 per cent, but not to exceed 50 per cent of the amount of one annual assessment at the basis rate charged for such insurance on policies in force.

The new law providing for biennial licenses of grain warehouses and increasing the license fee will largely increase the revenues of the state of Minnesota from that source. The average license is about \$12 and there are between 1,500 and 2,000 warehouses and elevators in the state that will have to pay the fee. Elevators that have failed to take out licenses will be required to comply

with the state law or will be reported to the attorney-general for prosecution by the commission. The revenues of the state from these licenses will reach \$25,000 or \$30,000 for the biennial period.

ANDREW McCLELLAND.

Andrew McClelland of Pueblo, Colo., is a grain dealer—and more. He is a philosopher—and more. He lives and does as well as philosophizes. Man has but one life to live on earth, and it is short—short to the philosopher and true friend of his race; because the real life, to such a man, in its fullness, begins only when welcome opportunity of usefulness is within his reach—notwithstanding, it can never be said that a man is not living his utmost and his best when he does his utmost in every relation of life that appeals to his heart and his humanity.

Mr. McClelland is a Missourian—born in the backwoods of the state on December 18, 1850, when the "backwoods" were still the real thing



ANDREW McCLELLAND.

and not merely a mental picture of an idealized condition—when the log schoolhouse tyrant still ruled with the veritable hickory withe. It was a hard life, though not without its compensations in character; and during his twenty-second year (1872) the young McClelland went to Colorado, finding work first in a quartz mill at Georgetown. He was not as particular as to his work as so many men are nowadays; he accepted what was offered or what he could find to do that was honest, until September, 1874, when he entered the grain business. This was his occupation until December, 1881. Then he sold out, and traveled in the East until May, 1882, when he went to Pueblo and started the business which still gives him occupation. On May 18, last, he celebrated the twenty-fifth anniversary of his first grain sale in Pueblo; and was able then to congratulate himself and receive congratulation that in all those twenty-five years the doors of his business house had been open for business on every business day, and that his business had grown to be undoubtedly the leading grain business of southern Colorado.

Of Mr. McClelland's occupation little more need be said in this place. Dealers at wholesale, like himself, in grain, hay, flour and feed, well understand and appreciate the nature of the daily round, which is much the same everywhere. But of his avocations much might be written that it would be pleasant to write, as it would be gratifying to his friends to see in print; but our space is limited. In the first place, however, like all men who are really interested in men, otherwise than as consumers of the products one has to sell or as pawns in the game of politics, Mr.

McClelland is a traveler. We have seen that his first vacation was spent (1881-2) traveling in the Eastern states. About twenty years later (1904-5) he took a second trip, this time of thirteen months' duration, during which he went around and up and down the earth, traveling some 50,000 miles, and seeing many things that pleased and some that harrowed his soul, doubtless. In the interval, however, it had not all been work and accumulation; for, in 1891, he founded at Pueblo "The McClelland Public Library," which now contains some 23,000 volumes, and which last year circulated over 100,000 books in the homes of Pueblo. Not long after his return from his trip abroad (in 1906) he gave half a block of ground and a fine three-story stone and brick building, which is now known as "The McClelland Orphanage," where are sheltered and otherwise cared for and educated at this time about 40 children who have no other home.

Mr. McClelland may never make any great stir in the commercial world as a manipulator of corners like "Old Hutch," nor startle the grain trade by a rocket-like plunge after the manner of the historic "Joe" Leiter; but it can hardly be said that he shall be, living or dead, without the real fame, however local in character, that is the meed of him who, like Abou Ben Adhem, "love his fellow men." It is not the Carnegies, or the Rockefellers, et id omne genus, who are the real "pacemakers" of philanthropy—they who give of a superabundance so inconceivably great that the most spectacular giving means not the remotest sensation of personal sacrifice; but the real benefactors are they who, not being rich in the modern vulgar sense, give—of their abundance, indeed, but in measure to have a personal meaning and to be an example to others—men also of moderate fortunes—to do likewise; so that all, even the poorest, may feel that it is a privilege to give, and that dying, the world is a little better and a little richer and a little more comfortable place for man for their having lived in it. This is practical religion because it is service. "Whosoever will be great among you shall be your servant."

NOVEL CHARGE.

Hiram Hugunin, a farmer who owns some 30 or 40 acres of land adjoining the Hubbard & Palmer cleaning elevator at Mankato, Minn., declares that wild mustard seeds, which are separated from the grain by the elevator cleaners lodge in his fields, and that it is impossible to arrest the spread of the weed, which, he says, has become such a nuisance this summer that he estimates they will decrease his yield fully 40 per cent.

When Mr. Hugunin learned of the purchase made by Sage Brothers of a site on which they propose to erect a third cleaning elevator (the "Pv" interests operating one), he entered a vigorous protest, and he is thinking very seriously of taking his grievance into the courts. Should he do so he will ask for an injunction restraining the Sage Brothers from continuing with the erection of their elevator, and will also institute proceedings to recover damages from Hubbard & Palmer.

Mr. Palmer, of Hubbard & Palmer, says it would be impossible to spread the mustard seed in the manner claimed, as the seed is kept confined in the cleaning house and is not blown out over the fields. All foul seeds are destroyed so that they cannot do any harm to surrounding fields.

Conrad Johnson, of the Omaha Grain Exchange inspection force, has been appointed chief grain inspector at Burlington, Iowa, for the Armour Grain Company, which has leased from the Burlington the big terminal elevator formerly operated by Harris, Scotten & Co.

[For the "American Elevator and Grain Trade."]

GRAIN BLEACHING AND PURIFYING BY THE SULPHUR PROCESS.

BY E. P. ARNOLD, C. E.

It is said that a fish exposed to sulphur fumes for five minutes in a closed box, then placed in a jar and covered with water which has been exposed to fumes of sulphur for the same length of time, will keep fresh indefinitely. When desired for use, boil the fish. The heat of boiling water disengages every particle of sulphur and no trace of sulphur remains in the fish. This is the key to the process of grain bleaching by sulphuration.

Sulphur is brittle, insoluble, non-odorous. It is a bad conductor of heat and a non-conductor of electricity. It is highly inflammable, burning at about 450 degrees.

Water at a temperature of 32 degrees F. will absorb from 70 to 80 times its bulk of sulphur fumes. Hot water will not absorb sulphur fumes. Cold water containing sulphurous acid (obtained by exposing cold water to sulphur fumes), if boiled, disengages the sulphur.

Hence, in bleaching straw, oats or barley, it is first necessary to moisten them (not wetting them, as oats should leave the bleacher comparatively dry), so that the sulphur fumes, which have a great affinity for moisture, will be absorbed and react with the moisture on the hull or outer covering of the oats. But, in order to get the best results, the vapor, or spray, used to moisten the oats in the bleacher should be as cool as possible, as it is axiomatic in the bleaching process that cold water absorbs between 70 and 80 cubic inches of sulphur fumes to each cubic inch of water (or from 70 to 80 times its bulk in fumes).

Then, again, to get the best results from sulphur fumes the furnace should be located not less than 25 feet nor more than 40 feet from the bleaching tower; if admitted to the bleaching tower at less than 25 feet from the furnace, the fumes are too hot to do the maximum amount of work.

Sulphur, when burned in the furnace, must have sufficient air, as the bleaching agent is sulphurous gas (SO_2), formed by one part of sulphur and two parts of oxygen. If sufficient oxygen is not mixed with the fumes, the gas is simply flowers of sulphur held in suspension and of no use as a bleaching agent, but precipitates and returns to sulphur. In all sulphur-burning furnaces there is a certain amount of flowers of sulphur (gas that has not absorbed the full amount of oxygen) that passes with the sulphurous gas.

The sulphur-burning furnace should be located, as above stated, 25 feet from the bleaching tower. The area of the grate surface should be about 70 times the area of the fumes pipe. Both the grate surface and the fumes pipe should be of large area, for to obtain sulphur fumes in sufficient quantity the sulphur has to be spread over a large burning surface, as burning sulphur one-eighth of an inch deep will generate as much fumes as sulphur piled eight feet deep on the same grate surface. To quote from the fire insurance rules of Cook County: "The bleaching tower shall be located not less than 25 feet from the elevator and the sulphur burning furnace not less than 25 feet from the bleacher in an opposite direction from the elevator. All spouts and conveyors between the bleacher and elevator shall be properly cut off with automatic devices and no combustible material shall be used."

Fire insurance engineers consider a bleacher as a furnace using forced draft, the fumes pipe being the uptake, or breeching, from the furnace and the bleaching tower being the chimney, or stack; and they consider it should be safeguarded much the same as the stack from the boiler, the bleaching tower being more hazardous, as it contains fuel for fire to feed on, has forced draft to assist

the fire, and the moving column is being run continuously into the cribbed bins of the elevator. Again, the retorted sulphur which we find precipitated in or at the end of the fumes pipe will burn for hours (sometimes after the plant has shut down and employees gone home) and has been the cause of a number of fires which have occurred in bleachers.

In constructing an ordinary brick bleacher very little, if any, lime should be used in the mortar, as the moisture and sulphur fumes cause the lime to deteriorate. Steel or wrought iron will crumble away when exposed to sulphur fumes. Wood becomes soft and punky. Hence, cement, concrete and cast iron are the principal factors, or materials, in modern construction. (The only metals used in construction which sulphur will not attack are lead and tin.)

The fumes pipe should be of large area (for the ordinary bleaching plant at least eight inches in diameter). It should have an air vent so as to admit cold air to mix with the sulphur fumes, as it has been found that sulphurous gas (SO_2) mixed with about four times its bulk of air gives the best results. Sulphur fumes, being heavier than air, alone would not rise, but the heat of burning sulphur and hot air generated in the furnace is sufficient to carry them to the bleaching tower where they would drop (by the law of gravity) to the bottom of the tower. Hence, artificial means of raising the fumes are resorted to, one of which is a fan, or blower, driven by steam power, located between the furnace and the bleaching tower above the air vent in the fumes pipe; the other being a jet of steam blown into the fumes pipe before it enters the bleaching tower.

The steam jet up to the present time has been more extensively used, as it not only carried the fumes from the sulphur furnace into the bleaching tower, but it moistened the oats at the same time. More recently, however, it has been demonstrated that the fan is superior to the jet for the following reasons:

The fans blow the sulphur fumes, together with the required quantity of air, into the bleaching chamber, cool and dry, where they meet the oats which have been moistened at the top of the tower where they enter either by a spray of atomized water or vaporized steam. They have not been over-heated by a jet of live steam; they are cool and, as before shown, moisture, or water, at 32 degrees F. will absorb from 70 to 80 times its bulk of sulphur fumes (it is not practicable to use water or vapor in a bleacher at the freezing point, 32 degrees F. It is found in practice that from 90 to 120 degrees temperature in the bleacher is as low as can be obtained, from which it will be seen that less than one-half of the fumes is absorbed); and at 60 degrees F. water will absorb 45 times its bulk of sulphur fumes. But boiling water absorbs no sulphur fumes and disengages what sulphur was absorbed at a lower temperature. It is evident, therefore, that the cooler the vapor which moistens the outside covering, or hull, of the oats, the better they will absorb sulphur fumes. Hence, it will be seen that with less fumes and with less moisture, and the oats coming from the bleacher cool and comparatively dry, better results are obtained.

The steam jet blowing the steam into the bleacher and upon the oats to be bleached (said steam being above the boiling point) does not allow the sulphur fumes to react with the moisture until such time as the temperature has been reduced sufficiently to allow the sulphur fumes to act; and, as shown above, the lower the temperature the more sulphur fumes will be absorbed. It is shown that steam at a high temperature is a detriment to the action of sulphur fumes, and it also overheats the grain

being bleached so that same has to be rehandled in order to keep it in condition.

The principal cause of oats from a bleacher missing grade (or not grading high) is on account of the odor retained in them, the cause of this odor not being understood by the majority of men operating bleachers; in fact, being known to but very few. It has been found by a series of experiments made by Messrs. Caldwell, Barr & Co. (The United States Company), of Earl Park, Ind., who hold letters patent on the bleaching process and apparatus, that the smell is not caused by the sulphur fumes but by the flowers of sulphur that are held in suspension and carried over into the bleacher where they precipitate on the moist oats. They will also precipitate in an elbow or rough part of the fumes pipe, particularly where there is moisture, often times completely filling up the orifice with a solid lump of sulphur, which occasionally ignites and causes a fire in the bleacher, as before shown.

If the sulphur fumes are passed through water or a coke or quartz filter, such as is used in the experiments at Earl Park by Messrs. Caldwell, Barr & Co., the flowers of sulphur causing the smell are retained in the filter, coke tower or water chamber between the sulphur furnace and the bleacher and no smell whatever is retained in the oats when they come from the bleacher. The water used in the coke tower or water chamber which washes out and retains the flowers of sulphur, which precipitate and cause the odor, should be taken from a barrel or other receptacle, pumped through the filter and allowed to run back into the barrel, the same water being used over and over continuously. As water absorbs sulphur fumes, there should be a saturated solution in the barrel. Water, once saturated with sulphur fumes, will absorb no more fumes, but will retain the flowers of sulphur and also act as a fire stop; but, if running water is used, the sulphur fumes are absorbed and carried off by the fresh water in place of being absorbed by the grain in the bleacher. The water which has been exposed to sulphur fumes—saturated—can be used to advantage in moistening the oats, or it can be used as a bleaching agent, independent of fumes, being a bleaching solution itself.

Another process, not in general use, of making sulphur fumes effective is to make the fumes anhydrous by passing them through a chamber containing calcium chloride, which abstracts and retains all the moisture in the fumes. The fumes from the sulphur furnace pass through the saturated solution of water, thence through the calcium chloride chamber, where the moisture is removed. Anhydrous, or dry, fumes are rapidly absorbed by moisture. Oats moistened so little that the moisture cannot be detected on them absorb and react with anhydrous fumes as quickly as the oats can be run through the bleacher.

Another process, which is used in the arts, is to pass the sulphur fumes over burning charcoal, but this process cannot be safely used in a grain bleacher.

Bleaching or purifying oats by sulphuration does them no harm for feeding purposes. In fact, it kills the bacteria without detriment to the nutritive qualities of the oats.

Barley, for feeding purposes, is improved by bleaching. It can be bleached and purified in all respects the same as oats. But this does not apply to barley to be used for malting purposes, for, in making malt, the barley must be germinated and grown and, as sulphur fumes destroy the germ, barley purified by sulphur fumes is of no use for malting purposes.

Wheat should never be allowed to come in contact with sulphur fumes or purified in a bleacher, as it has been found that wheat sub-

jected to the fumes of sulphur (even when fumigated by sulphur in the hold of a vessel in a foreign port on account of contagion) cannot be used for making bread or pastry, as flour made from wheat that has been exposed to sulphur fumes cannot be made to raise, yeast having no effect where sulphur is present.

Ordinarily, oats can be bleached and sold at the same price per bushel as they cost, and a profit realized from added weight alone, as they gain from one to two pounds per bushel in weight by moistening and bleaching; in addition to which, bright bleached oats bring a much higher price than the stained and damaged article which has not been treated by the process shown. Hence, no well-equipped plant can afford to be without a bleacher.

NATIONAL HAY ASSOCIATION.

More than eight hundred members of the National Hay Association were in attendance at the fourteenth annual convention, held at Niagara Falls, on July 16, 17 and 18. A more picturesque



E. M. WASMUTH,
President National Hay Association, 1906-07.

and delightful place could not have been selected, and it is probably due to this fact that such a large percentage of the total membership was present. The official headquarters were at the Cataract Hotel and there the majority of the members, with their wives and families, were to be found. Trips were taken to the falls and rapids and the various parks and drives. Parties were formed and a general spirit of merry making prevailed. In the evenings there were dances and dinners. Dozens of the hay dealers had their kodaks along and the beautiful scenery offered unusual attractions for the "snap-shooters."

The convention opened shortly before 10 o'clock the morning of the 16th, with an invocation by the Reverend Alexander McGaffin of Lockport, N. Y. Congressman Porter of Niagara delivered the address of welcome on behalf of the state of New York and the city of Niagara Falls, Governor Charles E. Hughes being unable to be present at the convention. The brilliant statesman made it very clearly understood that the entire city, the falls and the rapids were at the disposal of the hay dealers and the entire body took him at his word. A very able response was delivered by Mr. H. G. Morgan of Pittsburg, in which he thanked the genial statesman and his constituents for their courtesies and generosity. Mayor A. C. Douglass also welcomed the visitors and Mr. Morgan again responded.

Following these addresses the minutes of the convention of 1906 were read by Secretary P. E. Goodrich after which the Association listened to the report of the board of directors, in which

the conditions of the organization were discussed and found to be most flourishing. Before adjournment was taken President E. M. Wasmuth appointed a nominating committee, a committee on resolutions and other committees, as follows:

On Nominations: Geo. S. Bridge, E. A. Coleman, E. C. Forrest, S. T. Beveridge, D. A. Leas, A. E. Clutter.

On Resolutions: H. S. Grimes, E. L. Rogers, F. F. Collins, Edward Harned, Chas. Springer.

Credentials: Joseph Gregg, H. R. Hall, E. C. Forrest.

On Place: Charles England, C. E. Nichols, J. W. McCord, H. E. Benedict, G. T. McComb, H. G. Morgan, F. D. Voris.

Auditing: Emory Kirwan, John Fangboner, Jr., E. R. Dillenbeck.

On Membership: H. H. Driggs, M. S. Dunlap, C. E. Kinne, Edward Harned, Philip Geidel, J. A. Loans, H. Benader, S. G. Fairbanks, Perry Hatch, Thomas Wood.

The afternoon session began at 2 o'clock, when H. S. Grimes of Portsmouth, Ohio, gave the report of the committee on legislation. He stated that while there was very little legislation brought forward directly affecting the hay business, there appears to be manifested a decided improvement of conditions of trade, in that the shipper is trying to be more liberal with the railroads, with a decided feeling on the part of the railways to treat him in like manner. He mentioned that this feeling had been somewhat encouraged by the Interstate Commerce Commission.

James M. Hait of New York City was called upon to give the report of the committee on terminal facilities. He mentioned several important improvements that have been made or are underway.

The report from the committee on standard bales was received from G. B. Cavert of Braddock, Pa. It recommended that the National Hay Association adopt as a standard for small bales the sizes 16x18x36 inches and 14x18x36 inches; medium bales 17x22x36 inches; large bales 22x28x46 inches; all other sized packages, or bales, to be designated as miscellaneous.

One other report was received from J. L. Johnson of Pittsburg, of the committee on cipher code.

An exceedingly interesting paper entitled, "The Improvement of the Hay Crop and How the Association Can Assist It," was prepared and read by Joseph Timmons of Kenton, Ohio.

The meeting was brought to an end by H. B. McClure, scientific assistant in the U. S. Department of Agriculture at Washington, who addressed the Association on "Hay Investigations." His subject was well selected and proved of great interest to his hearers.

As a ride on the Gorge Route was planned for the evening, an adjournment was taken to allow the members to take dinner early.

On Wednesday morning F. E. Osborne of Oakfield, N. Y., opened the session with a paper on "The Handling of Hay by Shippers and Receivers." A discussion followed, led by C. F. Beardsley of St. Louis, and entered into by several of those present.

The report of the committee on interstate commerce law was presented by Charles England of Baltimore, Md. In part the report said: "There is no intention on the part of the public to cripple railroads, but there is a demand that they be so regulated that they shall properly perform the functions of common carriers within the intent of the law. When we consider that over \$12,000,000,000 is invested in railroad property and that one of the great railway systems is said to have the names of 50,000 stockholders on its books, we cannot fail to realize the general interest the public has in the success of these great corporations; and the carriers can avail themselves of this great influence by simply granting to their patrons, and the public generally, fair and reasonable treatment in all things, and to act in full accord with the spirit as well as the letter of the law.

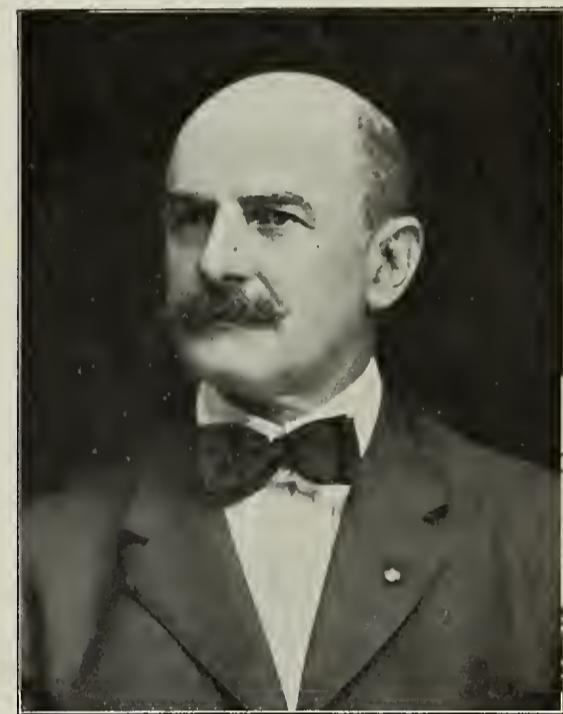
"On the part of the public there should be constant vigilance in caring for its own interests; and

because the rate law has been enacted there should be no reaction in public opinion upon this matter, but a quiet and proper insistence by every business man of the full application of the principle of the law; and in order to properly do this all should carefully study these matters and keep in touch with the transportation problems, as was necessary before the passage of the present act."

James Manahan, an attorney from St. Paul, especially versed on this subject, spoke entertainingly upon it.

A report of the committee on demurrage and reciprocity had been prepared by C. S. Bash of Ft. Wayne, Ind., and was well received. The committee, after thorough investigation, decided that under the present laws it is advisable that the matter of demurrage be left to the legislatures of the several states, and that members in the several states proceed along these lines and secure state laws governing the charges for detention in loading and unloading and such other relief as may be secured on account of delay in furnishing cars.

P. E. Goodrich, secretary and treasurer of the Association, offered his annual report, in which it



CHARLES J. AUSTIN,
President National Hay Association, 1907-08.

was brought out that there were 892 members in good standing and the treasury could show a net balance of \$3,500.

While praising individual letters and circulars reporting the market conditions, the report offered by Charles J. Austin of New York, in behalf of the committee on quotations, found that there is occasionally a difference of from 50 cents to \$1.50 per ton in prices quoted. The report, therefore, recommended uniform and official quotations in all markets.

H. W. Carr of Saginaw, Mich., reporting the findings of the committee on grades, declared that no complaints have been made on grades regarding the National Hay Association rules, nor have any members requested changes or addition. However, he stated there have been numerous complaints from members of the Association regarding the inspection of hay at several receiving points.

A paper read by W. P. Devereux of Minneapolis, Minn., on the subject of "State Inspection," drew forth much attention from the hay dealers, as was evidenced in the discussion led by A. E. Reynolds of Crawfordsville, Ind., which followed.

The program of the afternoon consisted mostly of a trip to the Natural Food Product Co.'s plant and a luncheon. In the evening a dance at the Cataract-International Hotel made the hours only too short.

Thursday morning the work of the last day was taken up. G. S. Loftus of St. Paul, reported for the committee on transportation, and stated that there is now before the Interstate Commerce Commission the matter of minimum weights. The com-

mittee is of the opinion that a favorable ruling will soon be made. This means the carrying capacity shall govern the minimum instead of the present rule as arbitrarily established by the railroads. Mr. Loftus also stated that the committee has filed a complaint with the Commission, which will reopen the familiar "Classification Hay Rate Case."

His report was followed by a discussion led by P. T. Moran of Washington, D. C.

At this time C. S. Bash offered the following resolutions, which were quickly adopted:

Whereas, It has become apparent that the business of this country has grown more rapidly than the railroad companies are able to promptly handle and take care of it; and

Whereas, It has been demonstrated that deep-water canals are not only practicable but are also a necessity to materially cheapen the cost of transportation of the heavier and more bulky freight of this country; and

Whereas, It is necessary that competition shall not be throttled or killed, but that this principle shall be maintained and guarded perpetually; therefore, be it

Resolved, That this Association demand the immediate action of Congress looking to the establishment and maintenance of deepwater canals

mittees. The committee on annual convention recommended that the annual convention be held the last week in August or the first week of September, instead of in July. At the later date the harvesting will have been completed and the dealer will have more leisure.

The committee on resolution recommended that the committee on transportation file a new complaint to the Interstate Commerce Commission relative to the change in classification. The committee also requested that the United States Government be asked to make monthly estimate on the grass crop in the statistical report.

When the nominating committee offered its report it was at once adopted and officers elected as follows: President, Charles J. Austin, New York City; vice-president, C. E. Nichols, Lowell, Ind.; secretary-treasurer, P. E. Goodrich, Winchester, Ind. Directors—E. M. Wasmuth, Roanoke, Ind.; H. W. Robinson, Green Springs, Ohio; H. W. Benedict, New Orleans, La.; S. T. Beveridge, Richmond, Va.; H. H. Driggs, Toledo, Ohio.

Following the installation of the new officers the convention adjourned "sine die."

NOTES OF THE CONVENTION.

Columbus, Ohio, is next.

On Thursday morning a reception was given the ladies in the parlors of the hotel.

Members from all parts of the country reported the hay crop very much improved.

Ex-president Charles England presented a handsome gavel—the second he has given to the Association. The first was "lifted."

Baltimore members brought along a unique passport in the shape of a pretty badge—a horse's head, in the mouth of which were a few sprigs of hay, hung suspended by Maryland's colors (black and orange) from a bar bearing the word "Baltimore."

Pittsburg sent the largest single delegation. Those from the Pittsburg Exchange who went were: John Floyd, president; N. Morton, treasurer; J. P. Leech, W. B. Murray, Philip Geidcl, Ren Marton, Charles Culp, J. C. Moore, P. H. Peet, W. A. McCaffrey, J. A. A. Geidel, J. P. McManus, R. E. Austin, D. G. Hood, Charles Deemer, C. A. Foster, William Lubbin, D. V. Heck, W. W. Beatty and H. G. Morgan.

Several attractive hay exhibits were provided by C. E. Allen of Niagara Falls; D. Corrigan, Mt. Sterling, Ill.; William Hopps Grain & Hay Co., Baltimore; T. G. Maddox, Louisville, Ky.; Pease Company, Des Moines, Ia.; J. W. Beatty, Philadelphia, Pa.; Philadelphia Merchants' Exchange, the Pittsburg Exchange and the New York Hay Exchange, comprising all grades from No. 1 timothy to clover mixed and Kentucky blue grass.

Baltimore members traveled in a special car over the B. & O. In this party were Messrs. Clarence A. Euler, Harry E. Elgert, J. A. Loane, George A. Hax, Harry C. Jones, John Singleton, Charles B. Watkins, J. G. Bauernschmidt, Walter A. Macneal, Charles Beck, Gustav Herzer, Robert D. Sinton and E. Armacost. Several were accompanied by their wives. Another party of Baltimoreans left Baltimore over the Pennsylvania Railroad. They were Messrs. Charles England, James T. Clendenin, Egil Steen, Thomas W. Campbell, D. L. Farrar and William Hopps, this party having arrived at the Falls on Tuesday morning.

A Pittsburg telegram of July 28 says it appears the price of corn and other hog feed has become so high that some farmers of western Pennsylvania have taken to bread for fattening their pigs. The gathering of stale and old bread for the farmers' pigs has become quite an industry in Pittsburg, and this sort of food costs the farmer a trifle more than 1 cent per pound at the present time, to say nothing of the hauling. It is estimated that the big bread concerns of Pittsburg and vicinity could now sell 1,000 tons more stale bread weekly to the farmers if they had it. As it is, the rates are going up. Crackers are also being used where the stale bread supply fails.

THE ELEVATOR CASE.

Judge Carter, of the Illinois Supreme Court, on August 7, continued the injunction in the "Chicago Elevator Case," granted by Judge Windes (and dissolved by Judge Honoré) until the cause can be heard by the full bench of the Supreme Court at Springfield in the fall. The injunction forbids the public elevator men of Chicago operating railroad elevators from retiring from that business according to the notice given by them to the Board of Trade until their right to do so is confirmed by the Supreme Court.

In continuing the injunction Justice Carter reviewed in his decision the history of the public elevator litigation. As the particular case at bar was that against the Illinois Central Railroad Co., the history of the elevators in interest there was given, substantially as follows: In 1851, among the lands then acquired was the site in Chicago where now the I. C. elevators stand, upon which there have been elevators for the use of the public continuously since 1856 and 1858, with a short interval following the fire of 1871, when the



C. E. NICHOLS,
Vice-President National Hay Association, 1907-08.

from lakes and tidewater, both east and south, and that such canals shall be open highways for any and all citizens of this country, and shall be perpetually maintained as such.

At this time it was brought to the notice of the Association that certain railroads in Michigan have allowed and assisted private individuals to furnish cars for short hauls to junction points, discriminating against others who were not so favored. The matter was referred to Secretary Goodrich for investigation.

A paper edited by Willis Bullock of Canajoharie, N. Y., upon the subject, "The Past of the National Hay Association," proved a topic which was very pleasing to his audience. It went back over the fourteen years the organization has existed and dealt with the work that has been accomplished.

As a "chaser" to this paper the report of the committee on statistics was presented by S. T. Beveridge of Richmond, Va.

The state vice-presidents were next afforded the opportunity of making their reports, as was H. H. Driggs of Toledo, who has acted as chairman of the State Vice-Presidents. He dealt with the work being done in the various states, the conditions met with and the results obtained.

In the afternoon the committee on arbitration and investigation, of which F. L. Young of Lansing, Mich., was chairman, reported that there had appeared fourteen cases during the year, all except one being disposed of, and this one came in too late for action.

Other reports were received from the committee on board of directors and the special com-



P. E. GOODRICH,
Secretary-Treasurer, National Hay Association.

houses had to be rebuilt. Here the public has unloaded and stored its grain and has enjoyed facilities for reloading it for forwarding to consuming markets. By reason of such facilities so furnished, those engaged in shipping or receiving shipments over that road have come to rely upon them, and have adjusted their business methods and the conduct of their business to this method of handling grain received in Chicago over said railroad to such an extent that if these facilities are withdrawn as proposed the business of shipping and receiving grain at Chicago by the general public will be destroyed.

These elevators have several times changed operators, but they have never withdrawn the facilities named from the public; and since December 1, 1886, the Illinois Central Railroad Co. has been the absolute owner of said elevators, although they have been operated under lease by private corporations. Here these companies have carried on a private grain business, mixing the grain of the public with their own until the Supreme Court permanently enjoined the practice, since when the operators' grain has been stored in the public elevators in the name of a third party.

The Justice says there now exists a conspiracy of public elevator men in Chicago (the operators of the Santa Fe Elevator alone excepted) to "act in concert for the purpose of deterring anyone from taking steps to prevent them from purchasing grain and storing it in their elevators

and mixing their own grain with the grain of others in violation of law, and they have agreed that they will co-operate to prevent shippers, dealers and receivers from having a sufficient number of public warehouses to meet the demand unless they are permitted without disturbance to violate the law by storing their own grain in said elevators and there mixing it with the grain of others," and that "they have attempted to have the A., T. & S. F. Ry. Co. join with them and withdraw their elevators from use as public warehouses."

Having discussed the legal or technical aspects of the injunction, Justice Carter takes up the real merits of the case, and continues as follows:

The allegations of this information show that for some forty years or more business conditions have adapted themselves to the methods used in shipping and storing grain in elevators of Class A, and it is evident, if the fifteen to twenty million bushels alleged to have been stored in these public warehouses in Chicago each year must be shipped and stored in a different way, the change being made all at once at or about a given date, that such a radical change will cause great injury to the grain shipping and receiving interests of Chicago and the state. This means that the buying and selling of grain by means of warehouse receipts [or for future delivery] would practically cease in this city. No showing is made on this record that any loss or injury will accrue to the defendants if the injunction is continued. If it be a fact that such injury would arise, it could have been shown on a proper answer and affidavits in support thereof. Manifestly it must be concluded that the injury to the people of the state—the moving party herein—will be immediate, certain and great if this injunction is not continued, while there is every reason to assume from this record that the loss or inconvenience to the opposing party will be comparatively small or insignificant.

The information clearly shows "a probable danger" of a great injury; and if the information states "a case of probable right" upon which to base an injunction order, then this motion should be allowed. This last question is the most serious one in the case. I shall not attempt to determine it on the merits, but simply decide whether the information, assuming here, as we must, that its allegations are true, sets forth facts sufficient to warrant the issuance of the injunction (*Cartersville Co. v. Mayor*, 114 Fed. Rep. 699); that is, whether there is a reasonable probability of the injunction being ultimately sustained (*Huntington v. City of New York*, 118 Fed. Rep. 683); whether the question is a proper subject of investigation in a court of equity; and "not that plaintiff has, certainly, a right, but that he has a fair question to raise as to the existence of such a right."

The question of the motives which have inspired this information, or whether a large percentage of purchases and sales made on the Board of Trade are fictitious, is not vital to the decision. Plainly the matter involves the handling each year of many millions of bushels of grain in this city. The defendants argue that under their charters the railway companies have no authority to carry on the kind of warehouses known as Class A and that a court of equity should not by an injunction compel such companies to do an illegal act. Numerous authorities have been cited, some of which will be reviewed.

The Supreme Court of this state (*in re Swigert*, 119 Ill. 83) had under consideration the question of the exemption from general taxation of certain elevators in Cairo, Ill., belonging to and connected by a switch track with the Illinois Central Railroad. It was held that the business of storing grain in these warehouses was only incidental to and not shown to be a necessary appendage of a railroad, and that the law, as to the exemption of property, would be strictly construed; that the charter of the Company did not show plainly that the legislature intended to exempt from taxation this class of property of that company. The opinion states that certain witnesses testified that the railroad could not do the amount and character of grain business performed by it without an elevator at that point, and, therefore, these witnesses concluded, and stated in their testimony, that such an elevator was necessary to a complete and successful operation of the Company's road in the transaction of its grain business. In commenting on this testimony the opinion states (p. 86): "If the conclusion to be reached depended alone upon the opinion of witnesses, we should not hesitate to

reverse the judgment of the county board for holding, as it did, the property was subject to local taxation. But, clearly, these opinions are not conclusive, nor can they have anything like a controlling influence in the decision of the question."

In passing on the same question in another case, involving an elevator in the same county and belonging to the same company, this court in *I. C. R. R. Co. v. People*, 119 Ill. 137, said (p. 140): "That freight houses, elevators, etc., constructed and used solely for the purpose of enabling the company to perform its duty as a common carrier, are exempt from taxation, we think is beyond question; but the Company has no more authority, under its charter, to enter upon the business of warehousing, generally, than it has to enter upon that of merchandising; and property, therefore, devoted to such a use, not being within the contemplation of its charter, cannot be within the exemption."

In *Vincent v. C. & A. R. R. Co.*, 49 Ill. 33, this court said (p. 39) that the railroad company would "hardly claim the right, under its charter, to erect elevators of its own, for the purpose of adding the business of commission merchants to that of common carriers."

In *Illinois Central R. R. Co. v. Alexander*, 20 Ill. 24, this court laid down the rule that "a railroad company may assume the double character of carriers and warehousemen; that their duty as carriers is ended when they have placed the goods in a safe depot of their own or any other safe warehouse; that their depot is their warehouse; and that for warehouse services they have a right to charge a reasonable compensation, the same as other warehousemen." (To the same effect are *Gregg v. I. C. R. R. Co.*, 147 Ill. 550; *Schumacher v. C. & N. W. Ry. Co.*, 207 Ill. 199.)

In *Munn v. Illinois*, 94 U. S. 113, that court reviewed at length the principles of law under consideration, holding that when private property is "affected with public interest" it ceases to be private property only; that property becomes clothed with public interest when used in a manner to make it of public consequence and affect the public at large. This principle is the foundation of all regulation by law of corporations doing business of a public character. In that case the opinion quotes, among other things, the following from the briefs of one of the counsel in that case: "The railways have found it impracticable to own such elevators, and public policy forbids the transaction of such business by the carrier." This quotation from the brief of counsel was given in the opinion with this heading: "We accept as true the statements of fact contained in the elaborate brief of one of the counsel;" then the opinion gives a long quotation from the brief, setting up a great many facts as to the grain trade in and about Chicago. Is it correct to say that this quoted statement as to the ownership and operation of elevators or railways was intended by the court to be considered a statement of fact or the court's own conclusions in the matter? It was certainly not necessary to a decision of the case, as is shown by reference to the opinion in *Munn v. People*, 69 Ill. 80, where the same case was decided by the Supreme Court of this state without in any way touching upon this doctrine. That the Supreme Court of the United States since then has not placed the construction upon this part of the opinion contended for by the defendants in this case is shown by the later case of *Jacksonville Railway Co. v. Hooper*, 160 U. S. 514, where that court held that, no legislative prohibition being shown, it was within the charter powers of a railroad company to lease and maintain a summer hotel at its seaside terminus, and that as such power was conferred on railroads in Florida the signing of the lease was not ultra vires; that "undoubtedly the main business of a corporation is to be confined to that class of operations which properly appertain to the general purposes for which its charter was granted. But it may also enter into and engage in transactions which are incidental or auxiliary to its main business, which may become necessary, expedient or profitable in the care and management of the property which it is authorized to hold under the act by which it was created." Our own courts have held that an incidental power is one that is directly and immediately appropriate to the execution of the specific power granted, and not one that has a slight or remote relation to it (*People v. Chicago Gas Trust Co.*, 130 Ill. 268); that a power which is not directly given by the charter of a corporation will only be held as an implied power when it is useful, proper and suitable to accomplish the object of the grant, and one that is directly and immediately appropriate to the execu-

tion of the specific powers. (*People v. Pullman Car Co.*, 175 Ill. 125.)

The question involved here has been directly passed upon in other states, but the conclusions reached have varied in different jurisdictions. In *State v. B. & O. Railroad Co.*, 48 Md. 49, and *State v. Southern Pacific Co.*, 52 La. 1822, it was held that a railroad company was not authorized to receive grain as being incidental to its business as a common carrier and carry on a warehouse for the purpose of storing such grain. In *C. St. P., M. & O. Railway Co. v. Douglas Co.*, 122 Wis. 273, the court held that no other conclusion could be reached on the facts in the case then presented than that the construction and ownership of an elevator, such as there in question, was necessary to the railroad business of carrying and delivering grain. And the same court, in *C. St. P., M. & O. Ry. Co. v. Bayfield Co.*, 87 Wis. 188, said (p. 191): "It is contended by respondents that, because this court has held that an elevator in Milwaukee is taxable, therefore it must be held that an elevator at Washburn is taxable. Such a rule pays more attention to mere words than to the substance of things. If the circumstances and uses of the buildings were the same at Washburn as at Milwaukee, we should doubtless adhere to the former decision, because it seems to us a correct statement of the law as applied to the facts of that case." The court there held that such an elevator was necessary for the operation of a railroad.

The allegations of the information show that the Illinois Central R. R. Co. is now operating elevators at New Orleans, and that they have practically controlled these elevators here in question in Chicago for many years past; but it is insisted that even though this be true, these companies have a right to discontinue the business at any time they desire, citing *Stock Exchange v. Board of Trade*, 127 Ill. 153; *Inter-Ocean v. Associated Press*, 184 Ill. 438; *Munn v. Illinois* supra, where the doctrine is laid down that in some cases property which has been devoted to public use may be entirely withdrawn from such use if the owner desires, but so long as the public use continues it is subject to public regulations. The precise question covered by this rule was not involved in the decision of any of those cases; and while what was said there may be persuasive on this point, it cannot be held decisive. In *Gates v. Boston & New York Air Lines*, 53 Conn. 333, that court held that railroad property, once devoted and essential to public use, must remain pledged to that use, so as to carry to full completion the purpose of its creation; and that the corporation had no right against the will of the state to abandon the enterprise, tear up its track, sell its rolling stock and other property, and divide the proceeds among the stockholders. Our own courts have held that a part of a railway, after having been used for many years, cannot be abandoned. (*C. & A. R. R. Co. v. Suffern*, 129 Ill. 274; *People v. C. & A. R. R. Co.*, 130 Ill. 175; *I. C. R. R. Co. v. People*, 143 Ill. 434.)

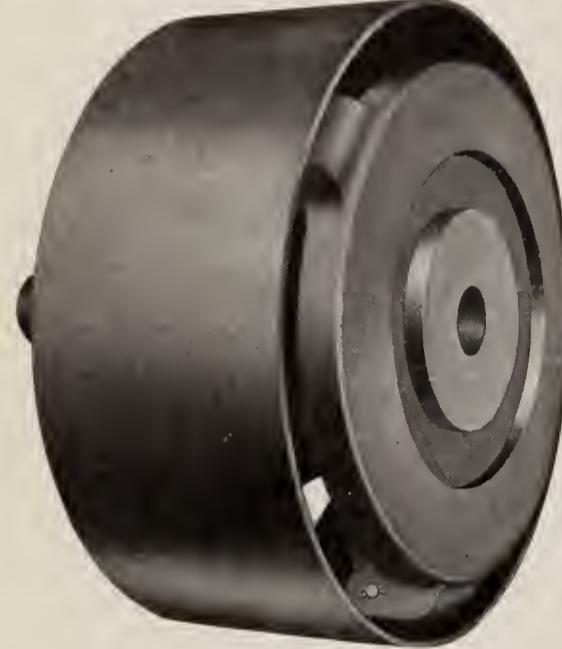
It is most strenuously urged that if this injunction be continued in force it will interfere with the property rights of the defendants, especially the defendants other than the railroad companies. The same argument as to the injury to property rights was urged with great vigor in *Munn v. Illinois*, supra, and *Munn v. People*, supra, as will be seen from the dissenting opinions in both of those cases, when this very statute now under consideration was held constitutional. The legal questions involved in the property rights of these defendants are of great gravity, but this record does not show that any of the defendants will be injured if this injunction remains in force. They have been engaged in a business that greatly affected public interests, and the consequences of all these elevators, together and within a limited time, ceasing to do business as public warehouses will obviously be most disastrous to these public interests. It can hardly be assumed that they have heretofore run at a loss to the owners.

Whether these elevators shall be permitted to withdraw at once from doing business as public warehouses, as contended for by the defendants, or whether they shall be compelled to carry on this business as prayed for by this injunction, or whether they shall be allowed to discontinue only after public notice for such a length of time that the grain business may readjust itself to the new conditions, are questions that have never been directly before the courts of this state. It cannot be contended that a person can use his property as he desires, regardless of the interests of others. The old maxim, *sic utere tuo ut alienum non laedas*—so use your own that you will not injure another—is a basic principle of all government. This principle is the source of the so-called

police powers which, as was said by the Supreme Court of the United States in the License Cases, 5 How. 583, "are nothing more or less than the powers of government inherent in every sovereignty....that is to say....the power to govern men and things." Whether these questions should be settled by legislative enactment, the decisions of the courts or the slow growth of business customs, or by all these methods combined, time alone can decide.

The dangers arising from combining in the great railways the business of storing large quantities of grain along with that of common carriers are not slight; it appears, however, from this record that many railroads are actually engaged in that business now, and that all of the defendant railroads have practically been engaged in it for years past. It is urged that this injunction does not seek to preserve existing conditions, but attempts to create new ones. Technically this may be true; but the information alleges that all these elevators have been practically controlled by the railway companies for years and are now so controlled. Equity seeks the substance, not the shadow—realities and not technicalities.

The highest courts of the different states do not agree on the principles of law involved in this hearing. The Supreme Court of the United States, as we have seen, has laid down a doctrine apparently not in harmony with the contention of defendants. The court of last resort in this state,



NEW FRICTION CLUTCH.

while never squarely deciding, has in various decisions made statements bearing more or less strongly on these questions; but a careful study of these decisions must convince an unprejudiced mind that the answers of that court, when called upon to pass squarely upon these questions, cannot be forecast with certainty. I shall not attempt at this time to answer them. It is sufficient to say that these questions are so grave and difficult and turn on such doubtful points of law that the pleadings disclose a proper subject for investigation by a court of equity.

The motion made on behalf of the People will therefore be allowed, and the injunction continued in force.

IDaho GRAIN COMMISSION.

The Idaho State Grain Commissioners, Messrs. Goodnight, Sweet and Wood, met the Washington State Grain Commissioners at Garfield on July 18. As Idaho grain goes into the same markets as Washington grain, the grades should be the same from both states.

The annual meeting of the Washington Commissioners will be held early in September, and it is expected the two bodies will hold a joint session and agree on grades that will be subsequently promulgated by both as official for each state interested.

Fall oats grown by the experiments station people in Utah have done so well there that the Agricultural Department will encourage farmers to try the new variety. The department will probably purchase some of the seed this fall, and distribute it free to enterprising farmers who may be selected to plant it.

THE SUPERIOR BUCKET-SHOP.

The preliminary hearing at St. Paul before the United States Commission of L. A. Wood, George A. Wood, Clinton D. Phelps, Martin Quigley, Bruce Tuttle, Charles Kelley and Ernest P. Ernsberger, alleged officers and members of the Wisconsin Grain and Stock Co., for fraudulent use of the mails in carrying on an illegitimate brokerage business, came to a close on July 16. The Commissioner denied the motions of defendants' counsel to have the actions dismissed, and held them over to await the action of the Federal grand jury, which convenes on the first Tuesday of next December. In the meantime bail was fixed in the following sums: L. A. Wood, \$3,500; George W. Wood, \$3,500; Clinton D. Phelps, \$2,000; Martin Quigley, \$2,000; Bruce Tuttle, \$2,000; Charles Kelley, \$2,000; Ernest Ernsberger, \$1,000.

It has been developed in the office of the receiver for the Wisconsin Grain and Stock Co. that the best the creditors can hope for will be a dividend of 25 per cent.

"The book accounts," said Ashley Coffman, the receiver, on July 20, "show liabilities of \$134,000 on June 29, and assets of \$74,000. I'm not prepared to say now what the figures were when I became receiver on July 6. The actual assets, so far as I have been able to discover, amount to \$28,000 in cash and some \$8,000 more, practically cash, that is in sight. Assuming the book statements of liabilities to be correct, we will have \$36,000, less expenses, to apply upon the debts, leaving a deficit of \$98,000. That is, the dividend for creditors might be around 25 per cent.

"But I find that not a cent of the customers' money was ever invested for them in grain or stocks. They were charged with supposed losses, credited with supposed gains. But the company, so far from getting its sole profits out of commissions, as the regular brokers do, kept no commission accounts whatever. As the customers' 'margins' were never invested, it looks to me that the proper way to estimate the liabilities is to deduct from the amount received from each customer the amount that the company paid back to him. I can't say, of course, whether this course will recommend itself to the court. But what the amount owing to each customer is on the basis I mention can't be ascertained at present. I must wait until I hear from the customers or until I recover part of the company's accounts that are now missing. The concern kept a looseleaf ledger. On June 1 all the accounts were transferred to new sheets—not in detail, but merely as credit or debit balances. The new record, of course, shows nothing as to the customers' payments or receipts previous to June 1. The old sheets have disappeared.

"There were many more 'losses' than 'profits' recorded since June 1 in the customers' accounts. I suppose it has always been that way. If so, and if the company, because it invested none of the customers' money, wasn't entitled to charge losses, then the balances to the customers' credit should be very much more than the \$134,000 that the books show.

"The business of the company fluctuated curiously. Last May, for example, the liabilities, according to the books, exceeded the assets by \$145,000. But by June 29, as I have said, the bookkeeping deficit had been cut down to \$60,000.

"I haven't a list of the creditors at hand; I can't tell how many there were. But some of them claim balances due of \$5,000, \$6,000, \$7,000, and one customer in the country says the company owes him \$25,000."

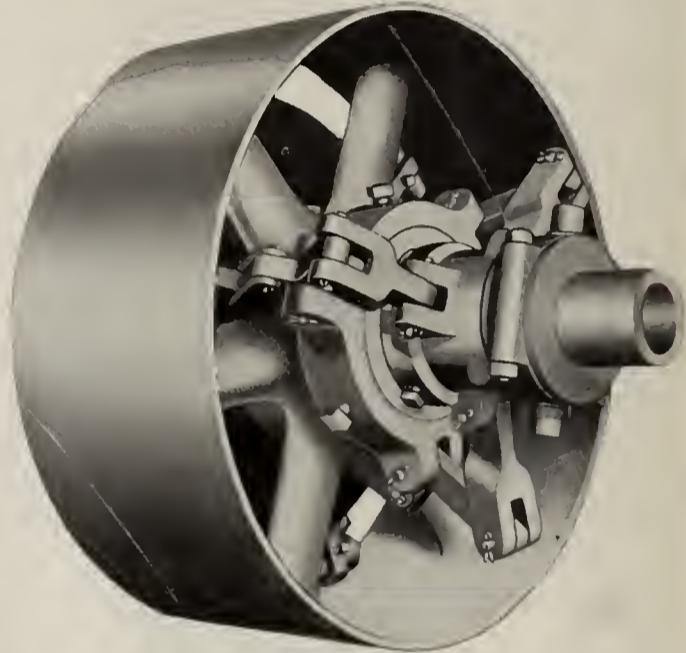
The Agricultural Bureau is trying to improve. It has three sets of correspondents—state, county and township—with field agents who travel regularly over the important states. The Washington correspondent of the New York Journal of Com-

merce said the recent Holmes trial showed that the Agricultural Bureau did in former days and is still depending mostly upon the field agents' reports. Assistant Statistician Murray, of the Agricultural Bureau, writes King & Co., Toledo: "I hope sometime to be able to write to you in some detail about the methods of making up crop reports, with comments of strong and weak features, as I find them. I might remark here, however, that, instead of giving less attention to country correspondents, as you say some papers intimate, we are devoting considerable energy in strengthening this class of reports."

A NEW FRICTION CLUTCH.

With a desire to satisfy the ever-increasing demand for labor-saving appliances, as well as with a view to economy in operating machinery, the Skillin & Richards Mfg. Co. of Chicago has, during the past few months, brought out a new friction clutch pulley, or, rather, applied new principles to its well and favorably known Muir Improved Patent Friction Clutch.

The difficulty of applying friction clutch pulleys



NEW FRICTION CLUTCH.

to gas and gasoline engines in the past, due to the lack of space on the engine stub-shaft, has been overcome by means of the hollow sleeve applied to the Muir Clutch. This sleeve is keyed to the short engine shaft and extends beyond it, thereby providing a support on which the clutch collar for engaging and disengaging the mechanism is operated. The pulley, which is brass bushed, runs loose in the hollow sleeve and, therefore, stands still when the engine is running and the clutch is disengaged. When starting engine the operator has no load to contend with, other than the weight of the flywheels, all connections between the line shafting and the engine being eliminated by means of the disengaged clutch.

This device does away with the tight and loose pulley arrangement and shifting belt extensively used in the past; and it is also much more desirable than the placing of the clutch pulley on the line shaft, as the latter method necessitates an "idle" running belt when the engine is in operation.

The company is enjoying a heavy trade for this clutch, as well as its many other specialties in the elevating and conveying machinery line.

The first car of new crop wheat, 1907, arrived in Portland, Ore., on July 27. It was shipped from Morgan, on the Heppner branch of the O. R. & N., and was of very fine quality Walla Walla, weighing 60½ pounds to the bushel. Walla Walla usually runs somewhat heavier than Valley, the standard last year being 58 for the latter; but 60½ is considered by the trade as indicating a much heavier product than early estimates predicted.

NORTH DAKOTA BANKERS.

Considerable stress is laid by the North Dakota independent dealers on the action of the North Dakota Bankers' Association relative to the marketing of the wheat of that state. In a report of the proceedings of the Association's late convention by the Commercial West newspaper, we find the following record on that subject.

In the first place, President L. J. Cashel, in his annual address, said:

At our last convention the question of marketing our grain was discussed and a series of resolutions adopted calling for the appointment of a committee to investigate the conditions upon which our grains are marketed, and report to the next legislature and this association. The committee made its investigation and found abuses detrimental in marketing our grains under the Minnesota inspection law, and a memorial was sent from our legislature to the Minnesota legislature requesting that changes be made in that law; that body positively refused to accede to our demands in any manner, thus leaving matters as they were before, except that our grievances are exposed, the people aroused, and efforts from various sources are gradually being concentrated toward remedying the abuses by procuring terminal facilities for handling our grain, which I believe can be accomplished by the co-operation of, and contributions from, the independent elevators, the members of the American Society of Equity and the bankers of the state. A member of the society of Equity should, in my opinion, when joining the organization, subscribe for \$10 worth of stock for every quarter section owned by him, for terminal facilities, which would not be over one-third of what he would save, in one crop of 1,000 bushels of wheat, over the present system.

I am in receipt of communications from parties at the head of the lakes offering terminal elevators for sale.

I estimate that this state lost on the 1905 crop as follows:

Wheat shipped, 60,000,000 bu., loss 2½ cents	\$1,500,000
Flax shipped, 13,000,000 bu., loss 5 cents	650,000
Barley shipped, 7,000,000 bu., loss 3 cents	210,000
 Total shipped 80,000,000 bu., loss.....	\$2,360,000
Six and one-quarter mills loss per bu., on 60,000,000 bu.—wheat dockage.....	\$375,000
Loss on grain in transit—defective cars.	65,000
 Total loss	\$2,800,000

Our last legislature passed a law creating a board of three grain commissioners and made an appropriation to defray its expenses, whose duty it will be to investigate the conditions in marketing our grain at terminal points and to report its findings to the next legislative assembly.

The executive committee, in its report, upon the same topic recommended "that the executive committee request the North Dakota state society of the American Society of Equity to appoint a committee to co-operate with a similar committee appointed by the bankers in the matter of the investigation of grain-handling conditions existing at Duluth and Minneapolis, the object of this resolution being to continue the investigation of the conditions existing at terminal points, and to consider remedies necessary to correct existing conditions and evils; that the secretary be instructed to correspond with the proper officers to arrange the appointment of such a joint committee."

The report of the committee on grain grading and inspection at terminal points was as follows:

Your committee, appointed at our last annual convention to investigate and report on the inspection and grading of grain at terminal points, respectfully begs leave to file herewith as a part of the records of the association its report, dated November 24, 1906, made to the individual members of the association, together with a reply thereto issued by the Duluth Board of Trade, and various and sundry newspaper clippings relating thereto, and to submit the following supplemental report.

It is the opinion of your committee that this association, in taking up the matter of investigating the methods of handling grain at terminal points at which the chief products of our state are marketed, has taken upon itself a duty of vital importance to the grain producers of the

state, and that it should be loyally and conscientiously supported in its efforts to remedy some of the evils which exist, by kindred organizations of the state.

Your committee deplores the unfairness and injustice shown in certain quarters in criticisms of its reports, especially those of the Commercial West, a journal published in the city of Minneapolis, for the attitude assumed by it.

We desire to report that a joint committee was organized early last spring, consisting of five members from the American Society of Equity, five members from the Independent Shippers' Association of North Dakota, and the five members of our committee, for the purpose of taking up the matter of the organization of a corporation to build and operate an independent terminal elevator at Superior. Meetings of this joint committee have been held, and some progress made, but the action of the Board of Railway Commissioners of Wisconsin in ordering the railroads owning

tracks and terminals. Last wheat crop was almost the largest ever raised, of good quality and prices remained nearer an export basis than for several years, but railroads could not handle it all. Prices this season may not linger on an export basis as much as they did last, but will seek it for a while.—King & Co., Toledo.

IN MICHIGAN.

The house shown in the engraving, which is the property of E. Thorne, at West Bay City, Mich., is an all-around plant, being thoroughly equipped to handle beans, grain, clover and timothy seed, bay, etc. The owner deals in groceries and produce, also; but beans is the specialty of the elevator, and its equipment is more perfectly



ELEVATOR OF E. THORNE, WEST BAY CITY, MICH.

terminal elevators at Superior to open them as public warehouses, thus giving our shippers the use of these houses, has made it unnecessary for any further action on the part of the committee along this line, providing the railroads comply with the order of said Commission.

The joint committee deem it important that assistance should be given in the organization by the American Society of Equity, or the Independent Shippers' Association, or both, of a North Dakota corporation to receive and handle shipments of grain from our state at terminal points.

Your committee is still of the opinion that the re-establishment of the inspection of grain at Superior under Wisconsin-North Dakota inspection is of the utmost importance and recommends that financial assistance be given the business men of Superior by our association in their efforts to re-establish this inspection.

We also desire to express our hearty approval of the efforts of our senators and congressmen at Washington to establish federal inspection of grain and trust that their efforts along this line may meet with success at an early day.

How much grain can United States export? Railroads regulate our exports. It is not how much surplus we have, but how much can the railroads handle? There will be a slight improvement in car service next season. There has been a healthy relaxation in general business, and crops will be smaller. Country has outgrown present railroad

adapted to that legume than the other products handled.

The building is 24 feet square and 30 feet high, not counting the annex. It stands adjacent to the tracks of the M. C. Railroad and has all the facilities for reaching the markets of the world which that great system can give it.

MISSOURI GRAIN-WEIGHING LAW SUSPENDED.

The Missouri Supreme Court on July 13 refused to dissolve the injunction prohibiting the Board of Railroad and Warehouse Commissioners from putting into effect the grain-weighing law enacted by the last legislature. There was no opinion in the case, but Chief Justice Gant announced from the bench that the court had denied the application.

This action of the Supreme Court will suspend the operation of the law until such time as the litigation pending in the Circuit Court of St. Louis is disposed of, and it is probable, too, that an appeal to the state Supreme Court will follow a termination of the litigation in St. Louis.

The grain business of Nashville, Tenn., is estimated at \$26,000,000 annually.

C. G. WILLIAMS.

Carey G. Williams, superintendent of the J. Rosenbaum grain terminal at Sioux City, Iowa, is an Ohio Buckeye by birth but an Iowa Hawkeye by adoption. Of course, he was a farmer's son. It isn't really necessary that the successful grain man in any capacity should have been a farmer or a farmer's son; but it is a natural remove from the farm to the mill, the elevator, or the grain office; and even the best of them will admit that the experience on the farm did them no harm. Mr. Williams had twenty-three years of it with his father in Madison County, Iowa; then he went to the mill, and spent seven years with the Plymouth Roller Mill Company at Le Mars, Iowa. For the next eight years he was with the Atlas Elevator Company of Minneapolis. He took his present position at Sioux City on July 1 last.

Sioux City has been ambitious for some years to be a grain market and not a way-station between the Nebraska and South Dakota farms and the great markets east and northeast. Markets



C. G. WILLIAMS.

are not always made to order; but in this case the J. Rosenbaum interests looked upon Sioux City's ambition with such favor that, the city having granted certain concessions, an elevator of terminal size and type has been constructed, and, as we have seen, been put in charge of Mr. Williams to "make good." He will have a house with storage capacity for 250,000 bushels of grain, the handling machinery of which will be thoroughly modern and operated by nineteen individual electric motors. The equipment will include every device for rapid and economical work; and, in charge of a man of Mr. Williams' experience and energy, no doubt the elevator will fully realize the city's hope and expectation—that at last Sioux City is a primary market for grain.

NATIONAL CORN EXPOSITION.

The National Corn Exposition management announce that four 160-acre farms in Texas will be awarded as premiums at the Exposition to be held in Chicago on October 5 to 19. The four farms are to be awarded to growers of the best corn in each of four groups of states, divided as follows: Ohio, Indiana and Illinois; Missouri and Kansas; Iowa and Nebraska; Wisconsin, Michigan, Minnesota and South Dakota. The farms are in the famous "Panhandle" section of Texas, and the only stipulation of the land company offering the prizes is that the growers who win must improve them and have them occupied within a year, and keep them occupied for at least three years. There may be a \$5,000 prize also. Experts from several Western agricultural

colleges are to act as the judges at the Exposition, and they are to receive as their compensation some of the corn exhibited. This corn will go back to the West to be used in planting, and in this way, it is hoped, the general grade of corn will be improved all over the country. The corn that does not go to the agricultural colleges will be disposed of at public auction or in some other way, so that every year will be productive.

THE PROGRESS IN PLANT PATHOLOGY.

In a paper read before the Australian Association for the Advancement of Science, in January of this year, D. McAlpine discussed the subject of plant pathology, pointing out its nature and aims and what it has achieved, incidentally referring to rust in wheat and showing what progress has been made in the solution of the question.

The speaker declared that the ancients had very peculiar ideas about plant disease. They often associated it with an offending deity, or regarded it as the working of an evil spirit or humour which entered into the plant and deranged its functions. The mildew or rust of wheat has been known from remote antiquity, and the ancient Romans held a festival in honor of the god Robigus on April 25—the Robigalia or Rubigalia—and offered sacrifices in order to protect their fields against the disease. The philosophers of Greece and Rome, however, speculated as to the causes of it, and Aristotle even noticed the epidemic nature of rust about 350 B. C. In Shakespeare's time it was also recognized in England, for he writes in King Lear: "This is the foul fiend Flibbertigibbet. He mildews the white wheat."

Even as late as 1733, Jethro Tull considered that rust was caused by insects, and that the black spots upon the straw were nothing but the excrements of the young insects. But the use of the microscope soon exploded the idea, for in 1767 Felice Fontana published an account of the fungus with drawings, and thirty years later Persoon gave it the name which it still bears, *Puccinia graminis*. Although the rust is thus known to be a fungus, it is still so firmly believed by many to be due to the weather, or a special dispensation of Providence, or the oozing out of the juices of the plant, that they refuse to believe in any possibility of counteracting it.

While there is no doubt as to the antiquity of the mildew or rust, the smut of wheat apparently was not known in ancient times, for there is no word to express it in the language of Greece or Italy. It is sometimes considered that the "blast" or "blasting" spoken of in the Scripture refers to this disease, but there are others who regard the expression as equivalent to blight. However that may be, the smuts have become celebrated in historical times on account of the different views held as to their nature and origin.

Smut was first thought to be a degeneration of the grain, and atmospheric conditions were generally assigned as the cause. When the spores were observed at first they were regarded as foreign bodies, and even taken to be infusoria, but their resemblance to fungus spores was soon recognized. Persoon placed them in the genus *Ustilago* in 1831, and so the rusts and smuts were definitely assigned to the fungi.

But there was still one fatal error which prevented this knowledge bearing fruit, and that was the failure to perceive that the parasitic fungi were produced from spores or seed-like bodies like ordinary plants and were not diseased outgrowths from the plant itself.

It is only within the last forty years that the study of plant diseases has advanced sufficiently, and has been placed on such a sure foundation as the result of exact scientific method, as to come within the circle of sciences. While a number of scientists devoted much time and study

to the subject, it was mainly owing to the methods introduced by Pasteur and Cohn in building up the modern science of bacteriology that the greatest progress was made. The method of "pure cultures" enabled the parasite to be isolated and grown free from contamination, thus making the study of its growth and life history comparatively easy.

E. F. DENNIS.

E. F. Dennis, first deputy or assistant hay and grain inspector under Homer Chisman, inspector-in-chief of the Cincinnati Chamber of Commerce, has grown up in the department and has been advanced strictly on his merits and accomplishments as a practical inspector of hay and grain.

Having received a good common-school education in Cincinnati, in 1884, at the age of sixteen, he went into the hay and grain business, for which he had a natural inclination. Having selected his line, he at once began to study its technical details and made an effort to improve every opportunity offered to increase his knowledge of the different varieties



E. F. DENNIS.

of grain and hay, and so far accomplished his purpose that, after serving for some five years in the capacity of clerk and general utility boy in a grain house, he was offered the place of deputy inspector under Mr. Chisman. This broader field of observation was an opportunity he did not fail to work to its limits, and he was advanced by natural removes to his present position of assistant to Mr. Chisman—a position of honor and distinction in the trade at Cincinnati worth the striving for.

NEW RICE ELEVATOR.

The 25,000-barrel elevator under construction at Sim's Switch, seven miles below Bay City, Texas, on the Gulf, Colorado & Santa Fe Railroad, is now, August 1, looking as if same would be completed in ample time for the early crop. Work has been seriously delayed owing to delivery of material, but same is now on the ground, and with a big force of carpenters the work now will be pushed. The concrete foundation and pit is completed, and work has commenced on the cribbing, says the Gulf Coast Farmer. "C. W. Hoyt, the owner, is staying right on the ground, and with his experience in building elevators he can accomplish much better results from the contractors by his presence. Mr. Hoyt has operated elevators the most of his life, and while he has never handled rice in bulk he predicts the successful handling of rice thus, and within a few days after commencing to receive rice from the farmers he will be in position to make satisfactory grading both for the farmers

and buyers. Mr. Hoyt, and, in fact, many others interested in elevator construction, predict that the ultimate solution of elevators will be the buying of the rice from the farmers by the elevators the same as wheat and other grain is handled in the North."

CHAMBERS AND THE SIMPLE LIFE.

Happy the man, of mortals happiest he,
Whose quiet mind from vain desires is free;
Whom neither hopes deceive, nor fears torment,
But lives at peace, within himself content;
In thought, or act, accountable to none
But to himself, and to the gods alone.
—Geo. Granville (Lord Lansdowne).

"William H. Chambers, 40 years of age, manager of the Peavey Elevator Co., destined for a higher position in another capacity with the firm whose interests he has served, one of the most successful of the younger business men of the city and looked upon as a man whose name would one day stand at the very head in some great business enterprise, has thrown up the money game," says the Minneapolis Journal. "He will go to Texas, where he will get close to



W. H. CHAMBERS.

Nature and lead the simple, peaceful life of a country gentleman.

"This is a remarkable thing, because he is not a rich man and is not retiring on a fortune; there is nothing in his new move that will pay him so well; there is no prospect in it of great honor or distinction; further promotion was close at hand in the old calling.

"But he has made enough, and with only a modest private income he is deliberately quitting the business game.

"About 25 miles from Palestine, Texas, Mr. Chambers owns 1,700 acres of land. Here he will make his home. Here he will raise peaches, nuts and a little grain. There will be everything that goes with a well-appointed farm, including a few fine cattle and some choice hogs. On this domain, monarch of all he may survey, he will live in contentment. The mind that at the desk from early to late directed the affairs of a business complex in its nature, will find employment in the gentle pursuits of the husbandman. The brain so long at high tension may then burden itself only with the cares of personal ownership in an occupation peaceful and restful. The sweet odors of the meadows will flood the new home, and hum of bees and the distant lowing of cattle will blot out the memory of the wheat pit's noisy and selfish strife.

"Why should I stay and try to make a million dollars?" said Mr. Chambers. "Suppose I finally made it, would I be any happier? I can get everything now out of life that the multi-millionaire gets except those glaring luxuries that I would not care about, and the opportunity to lead a life that from its excess of form and

ceremony would only be burdensome. Neither Mrs. Chambers or myself ever had any taste for "society." I come down early to the office and work late. When I get home I am too tired to go out anywhere—too tired to read. I go early to bed and am up at it again the next morning. For what? To make a million dollars. What do I want of a million dollars? We can live well enough for simple tastes. There is no literature and none that may yet appear that I cannot get almost as readily at my Texas home as here. I can keep in touch with the world's progress, its politics and its economic changes much more thoroughly from the veranda of my Southern home, than I could here where I am always mentally too tired to care much."

"Life is not all money. The great game is to be happy. My idea is that there is something that everyone wants to do, some sort of calling or occupation that may make one happiest. What is it? In my case I think I have found it. What does it avail if I never become a millionaire? Maybe I'll be a good deal happier on my farm than some of them are."

"Mr. Chambers' adoption of the simple life ideal is a surprise to those who know him, for, from his training and achievement, he is rated as a man to attain great wealth should he so desire. His connection with the Peavey company is evidence of that fact, for he was originally with a competitor where he had a good chance to show the big Minneapolis firm what his services were worth."

Mr. Chambers is well known in the West, not only as manager of the Peavey company, but previously as a grain man in Iowa and Nebraska, organizer and secretary of the Nebraska Grain Dealers' Association and as the father of the Grain Dealers' National Association, of which he was the first secretary.

For a man who was as successful as he has been, Mr. Chambers is a singularly unobtrusive man. He seems at times almost to be diffident; but he is intensely practical and goes directly to the core of the matter in hand, and has a very effective manner. Since the withdrawal of the Northwestern associations from the National, Mr. Chambers has rather dropped out of sight as an association man, but regular attendants of the National conventions in the past will remember him as an effective worker and an interesting man. The Milwaukee convention was the last in which he took a conspicuous part. The trade generally will extend the hand of good-will and wish him all success that attends the "Simple Life."

PENNSYLVANIA BUCKET-SHOPS REVIVED.

The bucket-shop gamblers at Pittsburg have been compelled to abandon "trades" on grain; but they think they have found a hole in the new law that will let them deal in "stock." They have secured, therefore, the charter of a defunct mining exchange and will reorganize that concern, charge \$100 for membership, with \$25 annual dues. It is asserted that the sporting fraternity, having secured control of the exchange, will defy the strict anti-gambling orders of the city officials. A general bucket-shop business, it is charged, will be carried on and wires will be run from all important trade centers. Private wires, it is reported, will also bring in reports from all race tracks. Men who want to risk their money on stocks can be accommodated, as well as the man who wants to bet a little on the races.

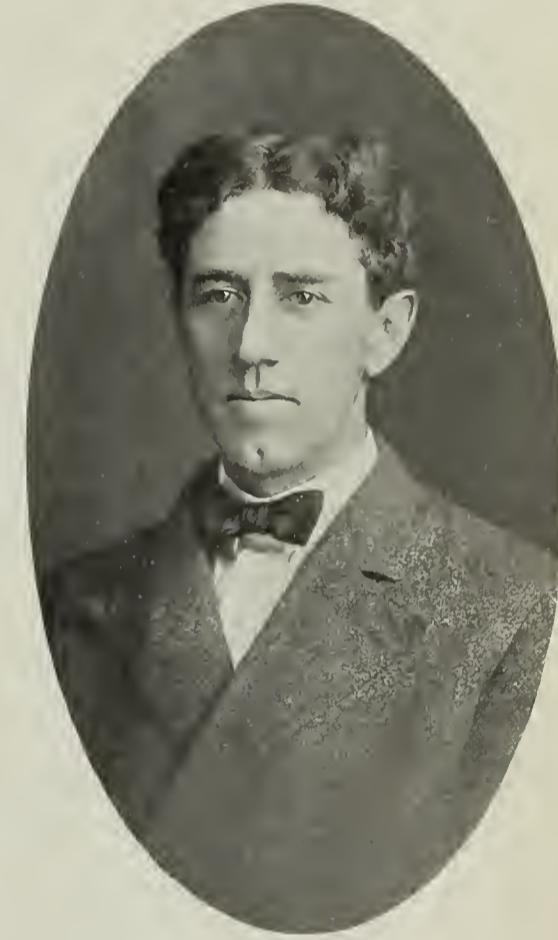
The men who are now buying corn of a 2,000,000,000 bushels crops in the future for less money than the corn of a 3,000,000,000 bushels crop is

selling at now will make money out of two things—the stupidity of those who give them the opportunity and the patience that is necessary to prove up that stupidity. The result in corn is, I believe, a certainty. It is impossible to misunderstand the issue. I was about to say that time would be the adorer of this tale; I should with more propriety say, the want of time is to make my position the right one. Loss of time has made the loss of corn.

E. W. Wagner, Chicago, July 27.

NEW INSPECTOR AT PEORIA.

Frank B. Tompkins, though young in years, is by no means young in experience as an inspector of grain, having been connected with the Inspection and Weighing Departments at Peoria for the past fifteen years; and was appointed Chief Inspector for the Peoria Board of Trade on April



FRANK B. TOMPKINS,
Chief Grain Inspector at Peoria, Ill.

1, succeeding Mr. Alfred Anderson, who at that time was appointed Chief Inspector at Buffalo.

Mr. Tompkins is an intelligent, competent and hard working man in his profession, and he intends leaving nothing undone that will help to maintain the high standard that the Peoria Inspection Department has enjoyed for years past.

REINSPECTION.

Secretary Wells of Iowa, in Circular No. 26, under date of July 31, makes the following of conditions regarding reinspection in the different markets:

Baltimore—No limit to time allowed for reinspection.

Chicago—Reinspection must be called by 11 o'clock the day following scale.

Kansas City—Reinspection must be called by 12 o'clock the day following sale.

Memphis—Reinspection is not allowed except when cars are loaded too full for thorough inspection or when the cars have been plugged.

Milwaukee—No limit to time allowed for reinspection.

Minneapolis—No limit to time allowed for reinspection when sold on "delivered" terms.

New Orleans—No limit to time allowed for reinspection.

Omaha—Reinspection allowed until twenty-four (24) hours after car is placed for unloading.

St. Louis—No rules regarding reinspection.

[From "Insurance Engineering."]

GENERAL CARE AND MANAGEMENT.

BY ROBERT PALM,

Senior Inspector, Middle States Inspection Bureau,
New York City.

Some years ago at a meeting of insurance men the writer was requested to state what he thought would be of particular interest to them, and he gave them as his opinion, "Proper care and management." This remark embodied the conclusion arrived at after years of experience in inspecting a large variety of manufacturing and other establishments, covering a wide range of territory.

So important is this matter, but, unfortunately, so often overlooked, that it may be considered as one of prime interest, if not the principal one, in avoiding or counteracting the causes of fires. There is no doubt that not only may the majority of fires be traced to the lack of proper observance of this one phase in the operation of a plant or the management of a business, but vexatious delays and breakdowns, involving consequent loss of trade and prestige, can often be attributed to it.

The object of this article is to deal particularly with the relation of care and management to the fire hazard. It may be safe to assume that the majority of owners or managers of manufacturing or other establishments recognize, in a general way at least, the dangers arising from improper installation or arrangement of what may be termed the common or ordinary hazards usually met with. Among these may be enumerated power, whether the source be steam, electricity, gas, oil or some oil distillate; heating and drying, whether by steam, stoves or some other means, and lighting. Likewise the danger from refuse, particularly if of an inflammable nature, and the hazards pertaining to the processes and the materials used. These are generally understood, the latter particularly, although not always admitted. In carefully conducted establishments the possible dangers arising from the foregoing are appreciated, and the arrangements and safeguarding of such hazards receive particular attention, minimizing as far as possible the probabilities of a fire resulting from them.

It is amazing, however, to note in how large a number of establishments these matters are ignored, and, even if noticed, how the remedy is either deferred on account of stress of business or a false idea of economy, or left entirely unchallenged as the result of a reckless disposition to take chances; and that, too, where the charge of general shiftlessness cannot be justly made.

The danger of loss from fire is ever present and in a general way the causes and conditions that will result in a fire are well known; but because, perhaps, some contributing factor or factors may be lacking, or supposed to be, caution is cast to the winds and all possible chances are taken. It is under these conditions that the greatest dangers are to be looked for.

Power.—In many respects the arrangement of the source of power is one of the most important factors in safeguarding an establishment. In most instances steam is used, and, so well is the hazard recognized that standard requirements call for the separation of the power plant, at least of the boilers, from other parts of the establishment, either by providing a separated, i. e., detached, building, or a building thoroughly cut off from the main plant, either by blank walls or by walls with openings protected by standard appliances, such as fire doors, shutters or wire glass sash.

In establishments where this, for various reasons, is not feasible, or where existing conditions would not permit a change, the matter of proper arrangement of the boilers is of especial importance. Under no circumstances should any woodwork be permitted to come in contact with the boiler, its setting or covering; and the practice, occasionally observed, of utilizing the top of a boiler "temporarily" for drying wet lumber, etc.,

is especially to be condemned. A boiler setting or covering may appear perfectly safe when new, but in the course of time cracks are bound to appear, the results of unequal shrinkage or setting, and will permit the passage of heat or sparks. All boilers should have ample clearance, at least sufficient to give "head room," and breechings should never be nearer than three inches to any wood-work.

All stacks should invariably be free and clear of all woodwork, and under no circumstances should any woodwork, such as floor or roof timbers, be permitted to enter them. No matter how sound a stack may appear on the outer side, that is no guarantee that the interior is in perfect condition, and any defect developing in the masonry is most likely to appear at the weakest point, which naturally is where the wall has been reduced in thickness to permit the entrance of the timbers.

Of engines, pumps, compressors and similarly steam-operated power generators, perhaps the most important feature, aside from clearance of steampipes from combustible materials, is cleanliness, as well as that of their surroundings. A bright, clean engine room is often the indication of the good management and cleanliness of a factory. A dirty and greasy engine room not only indicates improper care of machinery, but a general shiftless and dilatory condition, which, while it may not result in the immediate cause of a fire, frequently is contributory to it.

What is true of the engines, etc., is equally true of the care and maintenance of electric generators and motors. There is perhaps no class of apparatus so responsive to proper care as this one and, on the other hand, so sensitive to neglect and dirt. Because a motor practically "runs itself" is no reason for sticking it in an out-of-the-way place or putting it under the charge of an incompetent person. Cleanliness is especially essential, as are properly enclosed fuses, proper arrangement of all apparatus and wiring and the absolute freedom from any possibility of a short circuit. Particular care should be exercised that any such apparatus be kept free from dust, especially of a combustible nature.

Steampipes.—The matter of proper arrangement of steampipes is one which rarely receives adequate attention. . . . No steampipe should be allowed in contact with any woodwork or other combustible material and should not under any circumstances pass through any floor or partition without a metal collar or sleeve, permitting circulation of air, so arranged as to prevent refuse, sweepings, etc., from contact with the pipe inside of the space through which it passes. The floor (or wall) plates frequently used without the sleeves are no protection whatever. The two should always be used together, the plate so arranged as to secure the collar and prevent the pipe from shifting.

Lighting.—The hazards arising from improper arrangement or installation of methods of lighting are so obvious that it would seem to be entirely unnecessary to call attention to them. Whether the illumination be by oil lamps, gas, or electricity, the dangers accompanying them are so generally understood that the extremely hazardous conditions, met with at times, can be attributed only to the most reckless disposition or grossest lack of management.

Because a glass lamp, with a filthy burner, perched on an oil-soaked wooden bracket, perhaps close to a shade or curtain, may have done service for a considerable time; or a swinging gas bracket may time and again have charred the woodwork within reach; or open electric light fuses may have been blown from a short circuit of defective pendants wound about pipes or machinery, hung from wires or tacked to some convenient partition, or the insulation burned off the wire, without resulting in serious damage, if any at all, there certainly is no reason for any alleged sense of security or immunity from fire. Any, or all, of these conditions may exist for a time, awaiting only the

supplementary circumstance to result in fire and loss.

Oils, Etc.—All oils, greases, resins, pitch, etc., inflammable volatiles, liquids or compounds should be kept outside of buildings, stored in special houses. Oils and greases always constitute a ready fuel, difficult to extinguish, if once ignited.

It should always be borne in mind that all volatiles give off vapors which not only are inflammable, but if mixed with air in certain proportions, form explosive gases, which will ignite, not only from an open flame nearby, but a flame or spark at considerable distance. Where it becomes necessary to use these, rigid precautions should be taken and, if possible, they should not be used in buildings or at least rooms containing artificial lights or flames of any kind. When lighting becomes absolutely necessary, incandescent electric lights in inclosed vapor-tight globes, with outside fuses and control, should only be used. . . .

Cleanliness.—There are above all things two which impress favorably an outsider visiting an establishment, and they are order and cleanliness. There is a wide distinction between the apparent disorder and refuse which are the result of the work in hand or operations under way and the neglected litter, the accumulations of refuse, especially in corners, etc., that indicate a superficial, haphazard or even only a semi-periodical attempt at cleaning. Such conditions, more than anything else, perhaps, determine the character of an establishment and form a generally correct standard by which to gage the management.

Aside from fires due to a few well-known unpreventable causes that are not, or cannot be, brought under control, the majority of fires could undoubtedly have been prevented. It is perhaps futile to state what percentages of fires are traceable to certain causes. While there are statistics carefully collated, covering a wide range of establishments and large territory, so many fires are unreported and such a large number are from "unknown causes," that anything like a definite conclusion is out of the question. However, no matter what may have been the cause, there are but few fires that could not have been prevented had proper precautions been taken.

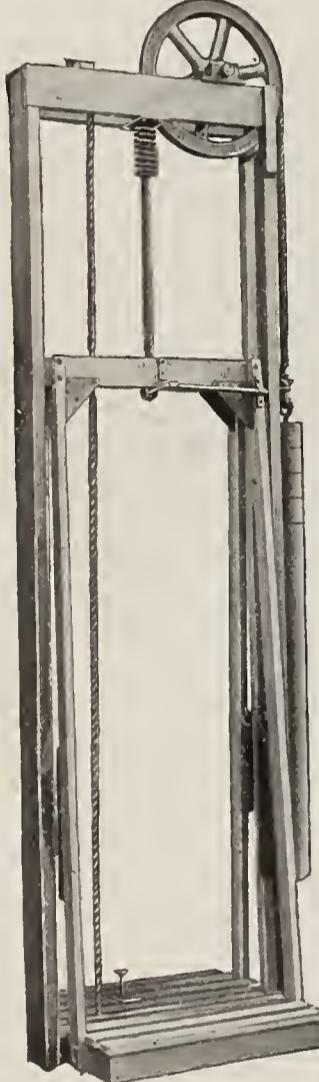
A study of this subject will invariably trace the origin to some condition due to lack of care, postponement of the remedy, because it was not deemed immediately necessary, or gross mismanagement. While it is not claimed that even the best of care will eliminate the danger from fire, the immense waste and loss can be very materially decreased by the observance of such precautions as common sense should dictate. One of the most careful factory managers it is the writer's pleasure to know sums up the situation in the following words: "Eternal and rigid vigilance for dirt and accumulations is the great guard for our business."

The new law directing the distribution of prison-made bags in Washington is apparently doing what was expected of it. Hitherto the bags were sold to applicants in the order of their applications; and Walla Walla grain growers, being on the ground, secured, as a rule, 95 per cent of the output. As in recent years, the open market price for bags was 50 per cent higher than the prison price, there was a general demand that all farmers in the state should be given a chance to get the cheaper state bags. The last legislature provided for allotting the bags to the grain-growing counties on the basis of the grain commissioner's crop estimate, and that after July 1 all bags not applied for might be sold in the open market generally. The board early this year made its allotment of 875,000 sacks, of which 775,000 were apportioned to the chief grain-growing counties. Of these 445,130 bags were applied for, 66,240 of which were from growers outside of Walla Walla County. Whitman County, which heretofore rarely secured any sacks, had an allotment of 121,000, and Spokane County one of 44,160.

THE "SAFETY" MAN-LIFT.

The old ladder and usual stairway in grain elevators are rapidly becoming things of the past. Men of to-day are learning to save their strength for the more important duties and that money invested in devices for this purpose is well spent, whether it is for themselves or for the use and comfort of the employees who operate their elevators. It is economy to keep the body free from fatigue that the man may be ready for work when he reaches the cupola, and what is known as the "one-man passenger elevator," or "man-lift," will be the favorite way of going to and from the cupola hereafter.

The "Safety Man-lift," manufactured by the B. S. Constant Co. of Bloomington, Ill., was not always known by this name; in fact, it was only known to those for whom the B. S. Constant Co. built elevators and who wanted this convenience. However, this company ceased to build elevators in 1900 and turned all their attention to their line of well-known grain handling specialties and elevator machinery in general, but did not place their Man-lift on the market until this year, when



"SAFETY" MAN-LIFT.

D. G. Eikenberry, a member of the firm, made some improvements which makes it the easiest operated (it is believed) of any device of the kind offered to the trade.

It has roller bearings; therefore, only a slight pull on the soft, strong hand rope is necessary to start the car, after stepping on the foot lever. The foot-lever has a double action and enables one to stop the car any place between the floors. The sheave and ropes are strong and durable, and the counterweight can be changed, as the upper portion consists of small sections which can be used according to the weight of the person using the lift. There are also iron weights furnished to hang on the car for equalizing purposes, as shown in the cut.

The "safety" catch prevents the car from falling in case of an accident to the rope.

The car is 28x30 inches in size; 6 feet 6 inches tall for standing room; requires a space of 9 feet 1 inch from the top floor to the top of the sheave, and 40 inches from guide support to outside of

counter-weight. It takes up less space than a stairway and there is no expense to run it.

The manufacturers furnish the car complete, with guides, ropes and all weights for one man. Extra weights to make it a two-man lift can be had at small expense.

This company is represented all over the United States where grain elevator machinery is needed and hopes to greatly increase the sales of their Man-lift, as it can be used in other buildings. The Noth-Sharp-Sailor Co. of Chicago; The Capital Construction Co. of Oklahoma City, Okla.; Reliance Construction Co. of Indianapolis, Ind., and N. A. Grabill of Daleville, Ind., are among the most active representatives of the company.

CHICAGO AND MINNEAPOLIS TEAMS PLAY BASEBALL.

A permanent summer home for children to be operated under the supervision of the Chicago Bureau of Charities is the result of a recent baseball game between Chicago Board of Trade and Minneapolis Chamber of Commerce teams, played at American League Grounds, Chicago, on Saturday afternoon, July 27. Chicago won by a score of 8 to 6.

A special train brought about 150 "fans" from Minneapolis, including the nine players, and about 3,000 society and business people were out to witness the game. It was well contested throughout, and many good plays were made on both sides.

As a feature of the game, and one which greatly increased the amount for the charity fund, a mock court was held in one of the center boxes, presided over by Judges John Donahue and J. P. Malloy. The constables were Harry C. Avery, Fred Lewis, Joseph P. Griffin, Harvey S. Williams. Many offenders were brought before the court and fined on various charges. Manager Charles A. Comiskey of the "White Sox" was fined \$5 on the charge of letting the Board of Trade have the grounds free. H. N. Sager, president of the Chicago Board of Trade, received a fine of \$5 for letting his whiskers grow gray. Mrs. Arthur Leaske was fined \$2 for cheering Minneapolis and Mrs. W. H. Lake received a fine of \$2 for catching a foul ball.

On next Saturday, August 17, the Chicago Board of Trade will invade Minneapolis, where a return game will be played on the Minneapolis grounds. The arrangements for the trip are in charge of a committee made up of Edward G. Heeman, chairman, Harry C. Avery, H. B. Jackson, W. H. Lake, J. J. Donahue, F. D. Austin and J. M. McClean. Among those who are planning to go are H. N. Sager, president of the Board of Trade; Manager Charles A. Comiskey, of the "White Sox;" Mayor Fred Busse, and the entire directorate of the Board of Trade. The game will be played for the benefit of Minneapolis charities, and in the evening a banquet will be served to the players and guests at Lake Minnetonka.

The line-up for the Chicago game was as follows:

Chicago—	Minneapolis—
Harry Badger	c. H. Owens
Clarence Cole	p. C. E. Griffith.....
J. R. Dalton	p. J. Martin.....1st b.
Dick Henry.....	1st b. R. C. McDowell....2d b.
Art Howe.....	2d b. E. P. Hanson.....3d b.
H. K. Florentine....	3d b. B. P. Getchell.....s. s.
Henry McClean.....	s. s. C. Labatt.....1. f.
J. E. Brennan.....	l. f. L. Walling.....c. f.
Al Kramp.....	c. f. F. McCarthy.....r. f.
G. T. Schultz.....	r. f. W. F. Beatty.....mgr.

The score by innings:

Chicago	1	2	4	0	1	0	0	0	0—8
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Minneapolis	0	1	2	0	0	0	3	0	0—6
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Baseball fans on the Omaha Exchange are enthused over the consolidation of the Omaha Grain Exchange team with the nine from the Real Estate Exchange. As most of the better players were found in the grain offices the name will be the "Omaha Grain Exchange Baseball Team."

Christy Mathewson, the crack twirler for New

York, was on change the other day and talked baseball to J. W. Beck. Business, however, went on as usual.

T. P. BAXTER DEAD.

T. B. Baxter died at his home in Chanute, Kan., on Saturday evening, August 3, after an illness of five weeks, during which he suffered greatly. Death was caused by pyæmnia, a form of blood poisoning. The attack grew from the formation of pus in the parotid glands, which swelled so that they threatened to choke the patient.

The body was put on the train next day to be



THE LATE T. P. BAXTER.

taken to Taylorville, Ill., Mr. Baxter's old home, for burial. It was accompanied by his family, consisting of his widow and their son, Charles Baxter.

Mr. Baxter had lived in Chanute four or five years, where he had charge of the interests of the Commonwealth Oil and Gas Company, the Exchange Oil and Gas company, and the Rex Oil and Gas Company, and was treasurer of the Chanute Refining Company. Before going to Chanute and engaging in the oil business, Mr. Baxter was engaged for many years in the grain business in Illinois and St. Louis. He was known all over Illinois as a grain dealer and was always a conspicuous, active and useful member of the Illinois Association. He was president for one year of the Grain Dealers' National Association.

He would have been 58 years old in October of this year.

The government of Colombia has suspended the present tariff on the importation of corn until November 1, 1907.

In considering further the question of Sentiment vs. Common Sense in the present and recent grain markets, it may be noted that conditions in wheat are the opposite of those in corn. There has been no shipping demand for wheat, while in corn consumers and exporters take it away freely; but Sentiment holds the price up and cheerfully pays liberally for the privilege. On the 13,333,000 bushels of wheat here in public and private elevators, Sentiment pays 2 cents per month carrying charges. This \$266,000 per month is more than \$10,000 per business day on the wheat here, and it is a conservative estimate that as much more is paid upon wheat not here, but held elsewhere, upon new wheat to come here and against simon-pure short sales. Thus Sentiment pays \$20,000 per business day, \$2,000 per business hour, or \$5,000 per Board of Trade hour, to support wheat, which at present prices, neither miller nor shipper can use. Is the promise of reward sufficient? This is not meant to induce short selling.—Pope & Eckhardt Co., July 23.

CANADIAN GRAIN COMMISSION.

The Canadian Grain Commission, at work investigating the conditions of the grain business on both the American continent and in England, arrived in Liverpool on June 8, and were on 'Change there on the 10th. There was the usual speechmaking, after which during several days the Commission visited the Grain Storage and the Waterloo and Coburg Grain Warehouses and the Mersey Mills.

Before leaving for London, some hours were spent on 'Change in examining samples brought by the Commission and others taken from recently arrived cargoes, in company with the directors of the Corn Trade Association, who were as much interested in the comparison as the commissioners themselves.

Mr. Harrison, a large receiver of grain at Liverpool, says a special cable report, "urged greater care in the separation of new-crop and old-crop wheat, saying that old crop hard wheat is, as a rule, more valuable than new crop; that a premium is paid for it; and yet grain comes forward as old crop, which contains a large percentage of new crop, so that the receiver loses the amount of the premium on the transaction. He suggested that, at the end of the crop year, new and old crop wheat should be specified on certificates, and in case of a mixture of new and old crop the certificate should be marked accordingly. The Commissioners intimated that they had had this subject under consideration and would probably make some recommendations in reference to it.

"The attitude of the international committee on grades toward Canadian inspection was also discussed, and it was made clear that there was no intention to reflect on Winnipeg inspection, which was in all respects satisfactory. Montreal had offended in the past, particularly in regard to maize or Indian corn, so Canada was included in the recommendation of the committee in order that an eye might be kept on all seaboard inspection. Mr. Inchair remarked that there seemed to be something about the tidewater air that demoralized people and that it was only far inland that absolute honesty could be seen."

In London, the Commissioners were entertained at lunch by the London Corn Trade Association on June 13, and next day they visited Mark Lane and were given lunch by the directors of the Old Corn Exchange. The speeches were of an obvious character. Inspector Horn at Winnipeg was complimented; John Millar of the Commission predicted an exportation of 200 million bushels of wheat by Canada within perhaps ten years; and so on. On the 18th the Commission visited the office of the National Association of British and Irish Millers.

At Bristol there was more banqueting and speechmaking; which were repeated in various forms in Glasgow, Leith, Hull, Manchester, Dublin, Belfast, etc., and at the annual convention of the National Association of British and Irish Millers at Exeter on July 11.

At Bristol a business meeting was held at which the inspection of Canadian grain on its way in bond through the United States was discussed. James Holman, president of the local Corn Trade Association, said he thought that Canadian wheat inspection "had suffered from the faults appertaining to the inspection of wheat in some of the States." He asked for information as to the control exercised by the Dominion authorities over shipments of Canadian wheat through such ports as Portland and St. John after the close of navigation on the St. Lawrence. They had been receiving certificates on Manitoba grain dated at Portland for many years past and questions had naturally arisen as to their value. Mr. Goldie on behalf of the Commission explained that there is no such thing as a Canadian seaboard certificate on Manitoba grain. If they had any such certificates the Commission would be glad to have them produced.

A gentleman present said there were such certificates, and doubtless they could be produced.

Mr. Millar, chairman of the Commission, asked as to the condition of grain under Fort William certificates arriving from Portland. Mr. Holman replied:

"We have nothing to complain of as regards the condition and, personally, I do not think there is anything to complain of as to the inspection at Portland, but as a matter of sentiment it is felt; and I think throughout the country there is a difference in price made; at least there is in Liverpool or London. I do not think it has been in operation here, but I have no doubt if you take London or Liverpool, if you offer Manitoba wheat on Portland inspection, you would have to sell it from 3d. to 6d. per quarter less than if you sold on Dominion certificate."

Mr. Holman also suggested the appointment by the Canadian government of a Canadian inspector at Portland to inspect the wheat out and see to the preservation of the identity of shipments.

Mr. Goldie said there was no difficulty in preserving the identity of grades, but pointed out that to place an inspection at Portland would be to introduce seaboard inspection.

After some further discussion Mr. Holman agreed that it was not seaboard inspection but seaboard supervision that was required.

The discussion was continued at some length, quite evidently in ignorance, on the part of the Englishmen, of the nature and influence of the bonding system under which Canadian wheat is controlled in its passage through the United States for export. Finally it was suggested that Canadian wheat be shipped exclusively through Canadian channels "to avoid its being tampered with in American ports."

Having "stung" the Americans as to wheat inspection, a Mr. Hosegood complained bitterly of Montreal inspection of American corn, and produced some samples of corn that had arrived in bad condition. Quite a long discussion took place with reference to this matter. In answer to Mr. Millar he admitted that they also had many complaints against the inspection of corn at American ports. Mr. McNair elicited the fact that most of the complaints come at this time of the year when corn is liable to heat. Mr. Hosegood said that it was almost beyond doubt that for many years a shipper in Chicago could pick out a fairly good lot of No. 3 corn, send it in to Montreal, and invariably get a No. 2 for it. Mr. Holman pointed out that for years corn that would grade only No. 3 at Chicago has been shipped from Atlantic ports as No. 2. The Chicago grading was high.

Mr. Hosegood brought up the question of mixed Manitoba oats, and produced a sample sold as Manitoba mixed oats, which contained so few black oats as to be, in his opinion, simply a white oat spoiled by having black oats in them. The farmers would not use the mixture. The certificate was produced and was found to be dated at Toronto and signed by Mr. Campbell. Mr. Goldie suggested that probably two certificates had been produced to Mr. Campbell, one for white and one for black Manitoba.

The Dublin meeting was interesting. "From a Canadian standpoint," says a correspondent, "it was not important, as the Irish millers and importers seemed to be more anxious to obtain than to furnish information. A perfect fusilade of questions was fired at the commissioners as to the advantage enjoyed by the western Canadian miller in being able to select the quality of wheat best suited to his needs. The commissioners returned the fire as briskly as possible, but it soon developed that they were between two fires—that importers of Canadian flour wanted to make out that the Canadian miller had an advantage, while the Irish millers, instead of

complaining that the grades of Canadian wheat had been 'skinned,' were seeking to establish that the Canadian miller had no advantage."

A. R. McKINNEY.

An election annually for the twenty-sixth time is a tribute that any man, holding a position of trust and responsibility in a private corporation, might well be proud of; for it is the highest testimony to a man's ability and integrity that one's associates can give. A. R. McKinney of Alton, Ill., therefore, having on June 5 been so re-elected secretary of the Millers' Mutual Fire Insurance Association of Illinois, has the right to think well of himself, although as a matter of fact he is a very modest man, who never permits himself to think such things "out loud."

When Mr. McKinney became secretary of the company named, the statement showed there was on hand \$10,260.70 in money and less than \$100,000 in premium notes; on January 1, 1907, the

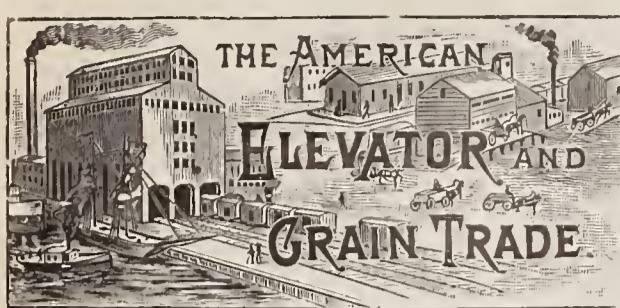


A. R. McKINNEY.

statement showed \$50,583.18 cash on hand, \$1,100,341.25 in premium notes and about \$250,000 of other assets. This year the company is saving to its policyholders 60 per cent of the cost of their insurance if it were placed in board companies; last year it saved them 55 per cent, and for the ten previous years an average of 50 per cent. While 1906 was the big year of the company's history, the record thus far for 1907 promises to make a total still greater, the daily business from millers and grain dealers running from \$15,000 to \$20,000, and there is a continued growth of invested assets. As the chief executive officer of the company, this success must be largely placed to the credit of Mr. McKinney.

Mr. McKinney was born in Reedsville, Pa., on March 10, 1843, and came to Illinois in March, 1856. He was educated for a physician, and in 1866-67 was a student of Dr. W. H. Byford of Chicago. Some thirty-six years ago he abandoned medicine for insurance, which has since been his occupation.

The failure of the wheat crop in several portions of Oklahoma, because of the green bug ravages last spring, is causing considerable financial loss to the Cheyenne and Arapahoe Indians, in particular, who, through the Federal government, have their land allotments leased to white farms. As a rule these lessees grow wheat, relying on that crop to pay their rentals; and the loss of the crop is making it impossible for them to pay. Deputy United States marshals within thirty days past have served many lessees with notices in ouster proceedings as a result of unpaid rents, and suits are being instituted against the lessees' bonds-men.



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ADVERTISING.

This paper has a large circulation among the elevator men and grain dealers of the country, and is the best medium in the United States for reaching persons connected with this trade. Advertising rates made known upon application.

CORRESPONDENCE.

We solicit correspondence upon all topics of interest connected with the handling of grain or cognate subjects.

CHICAGO, ILL., AUGUST 15, 1907.

Official Paper of the Illinois Grain Dealers' Association.

THE LIGHTNING ROD.

One notable feature of the news summarized this month in the "Fires and Casualties" department is the unusual number of destructive strokes of lightning. Now, it has been for so long the custom to use the "lightning rod man" as the butt for very senseless joking, that the lightning-rod itself has come to suffer with its peddler's reputation; and yet nothing better than the lightning rod nor, indeed, any real substitute for it, has been offered as a protection against lightning.

The rod, therefore, needs rehabilitation in the popular mind; and an effort in that direction is entirely justified by the experience of the Weather Bureau with the Washington Monument, which has served for continuous lightning experimentation and record. The monument is 555 feet high and stands in the center of a flat and well watered ground, an ideal situation to meet the conditions believed to favor lightning strokes. The monument has been continuously protected by lightning rods, but about twenty years ago the number of points was re-enforced by connecting the pyramidal cap of aluminum with a network of copper wires, uniting the four main copper rods with one another and with the uprights supporting the elevator machinery and arming the whole system of copper wires about the cap with some 200 copper points distributed at a uniform distance of about five feet. The monument had previously had one damaging stroke, but since the multiplication of points and the close connections in the interior of the monument, it has been absolutely immune. In other words, scientific lightning protection seems to depend upon the facility with which the electric bolt striking the protecting points

on a building can be broken up and dissipated into the atmosphere and into the ground.

Lightning is no joke by any means; and until a better protection is offered, owners can still resort, with a degree of confidence, to Ben Franklin's simple lightning-rod as modified by modern science.

JUSTICE CARTER'S DECISION.

The public elevator men who are lessees of railroad elevators have been restrained by Justice Carter of the Illinois Supreme Court in their attempt to destroy Chicago as the world's great market for the sale of grain for future delivery, having continued the Windes injunction, forbidding their discontinuing their functions as public warehousemen, until the cause can be heard and decided on its merits by the full bench of the court.

Justice Carter, of course, reminds the parties in interest that his decision is not that of the full bench, which may or may not agree with him; but his own views on the merits of the matter in controversy (see pp. 70-71) and his citations of authorities are so clear and direct that one is encouraged in the belief that the full bench will not overrule an opinion that so obviously goes to the root of the controversy.

The elevator men have been enjoying special and illicit privileges so long that they are "beside themselves"—much license "hath made them mad." As owners and operators of private houses, strictly so speaking, they have the legal and moral right to cater to the public business or not, as they please; but it is simply unthinkable that the Supreme Court will support their contention that they have the right as lessees thereof to close the railroad houses also, and so destroy the grain business of this (and other markets also), except as that business may be done on their terms.

Furthermore, at a time when the railroads are everywhere pleading that the public is treating them unfairly, what excuse have they to offer for their part in this effort to throw almost complete control of the cash grain business into a few hands and destroy the future business absolutely?

CULTIVATING LOCAL FRIENDS.

This paper has not infrequently advised grain dealers to cultivate the friendship of their local newspapers. This is a very easy matter—a show of interest in their news columns, welcome contributions to which, over the phone, grain dealers have many opportunities to make. Suggestions for articles of value to farmers and orders for necessary stationery are legitimate courtesies that, when equitably distributed, make friends who may be relied upon when needed.

With his suspicions aroused by the farm papers, which now habitually condemn every local town interest as opposed to that of the farmer, the manifest object of which is to increase and foster the mail-order habit that is killing the country towns' business, but brings advertising to the farm press; excited by the Chicago commission syndicate promoting co-

operative grain companies; alarmed by the lecturers and organizers of the Society of Equity and other frothy organizations, the farmer needs a sedative such as only the local press can successfully administer. He needs to be told the truth about a good many things that concern his relations with regular grain dealers, his town neighbors and the world of trade, and no one is better able to put the editor right than an intelligent and sober-minded grain buyer. The country editor roasts the "grain trust" because he hears some spumy orator do it and thinks it the popular thing; but he is not a fool ordinarily and is quite as willing to say the right thing as he is to say the mean thing when he is put right by someone whom he has confidence in or by someone to whom he is bound by ties of business favor or community or town interests. It is not hard to realize that a good deal of the friction between the farmers and dealers now existing in some parts of the country is the result of a lack of missionary work of this kind that dealers themselves might do effectively if they would loosen up and cultivate their local newspaper properly.

WHY IT DOES NOT PAY.

As will be seen by the items of the news columns, there have been so many successful co-operative grain companies up in the Dakotas, on the operations with the last two crops, that there is an unmistakable "boom" for co-operation in that part of the country. The reasons are not hard to find.

The line companies, which for years controlled all but absolutely the service, or the trade, were by no means modest always in their own demands of profit; while their system of conducting the business and of holding their agents personally responsible for grades and weights had its obvious and natural effects. Then the adjustments of margins to the gradually improving marketing conditions, which have reduced the risks of the business, and the equitable division of the profits of cleaning and mixing, have been slow in filtering down to the farmer. The business has been very profitable for the line men; and now the farmers know it and why.

So it is quite likely there will be good co-operative business, up there, at least, until the business at those country stations is reduced to the science it has become in the older grain states, like those east of the Missouri River and in most parts of Missouri, Kansas and Nebraska; where the margins are now so narrow that only buyers of good judgment and acute business perceptions can continue long in business. In such communities there is no money in co-operation by the farmers, simply because they cannot afford to pay a competent manager the value of his services and make enough through him to pay for the risks involved by themselves in the business. For no company can expect to hire a manager who will conduct a business of that character for others as well as men must conduct it on their own accounts if they continue in business.

The American farmer (in spite of the fact that this charge is laid at his door by his friend, of the agricultural press) has not yet become

so picayunish in money matters, or so intolerant of the rights of his neighbor to a living, that he finds co-operation profitable enough to pay for the supervision required on his part, in a country where the regular dealer rarely expects to make more than a fair living at a pretty good station.

REINSPECTION UNFAIRNESS.

Secretary Wells of Iowa, in his annual report, again reminds shippers that the Baltimore, Milwaukee, Minneapolis and New Orleans exchanges still remain indifferent to the rights of shippers and their repeated calls for reform in the matter of reinspection. None of those markets puts any limit on the time allowed for reinspection. The absence of protection to shippers in this regard is a standing reproach to those markets, since it places the country shipper absolutely at the mercy of the lazy and careless city buyer who, being protected in his rights, whether he chooses to exercise due care and caution on his own behalf or not, is encouraged in a practice of delay that is often ruinous to country shippers and results in unfair advantage to himself.

In other grain markets and in all other lines of business, buyers of commodities are required to make their objections or claims against invoices immediately on receipt of the goods. This is the honest and business-like way of doing things, because by it the rights of both sides to a trade are recognized and protected, and both are put to their industry and diligence to look out for themselves individually. The other way is jug-handled and grossly unjust.

THE OIL DECISION.

One feature of the Landis decision in the Standard Oil Company case will appeal with considerable force to shippers of grain as of other commodities. "The defendant," said Judge Landis, "must be presumed to have known that which a diligent endeavor, made by an honest man in good faith to ascertain the lawful rate, must have disclosed to him." As a bald proposition this seems very simple; but in practice one may well wonder if it is so simple a matter as the Court seems to think. The Standard Oil Company, of course, knew it was shipping on an unlawful rate; it has experts in its employ who know all that is to be known about rates; for rates have become so complicated a matter that all big firms in all lines of business employ men to look after rates, claims and the like. But where does the inexpert, though frequent, shipper get off? Tariff sheets may be cryptograms to him; so he goes to the agent for information, gets it, and acts upon it in good faith. But the agent, also acting in good faith, perhaps, has made a blunder. The Commerce Commission by Mr. Lane, Commissioner, has already held that the lawful rate stands, not the quoted rate—railway men are so "tricky" that the Commission does not dare to assume they might make blunders in good faith, but hold they always make them intentionally; but how about the innocent shipper—will he be held

criminally liable for using the unlawful rate? Apparently he will.

The Court's theory of presumptive knowledge of lawful rates, therefore, presents serious difficulties—so serious, in fact, that, as has been well said, it exposes innocent men to severe punishment. "To prohibit carriers from giving and the public from soliciting, knowingly accepting or profiting by rebates and illegal rates, would seem to be sufficient for the elimination of discrimination and favoritism without compelling the public to act on its own construction of rates, so complicated, in many instances, that even the experts may be in doubt as to the actual 'lawful rate,' published and filed."

WELLS AND THE CALL.

We are inclined to think Mr. Wells of Iowa is taking the Meserole co-operative aggregation too seriously. He can hardly afford to let a trade annoyance that amounts to but little more than occasional vermin bites distort his sense of proportion, much less lead him into an abandonment of that principle of strict impartiality which has hitherto governed him in his relations to the various interests and factions in the trade. In his late annual report, referring to the Commerce Commission's late inquiry into the conduct of the grain business, Mr. Wells says:

The following testimony by Mr. Meserole indicates clearly that he is simply a tool of certain Chicago commission firms.

Commissioner Clark: So you as a representative of the farmers' elevators of Iowa consider the "call rule" beneficial to grain growers?

Meserole: I think so; yes, sir.

Commissioner: Why do you consider the call rule beneficial to the grain growers? Isn't it a fact that the rule prohibits any member of the Chicago Board of Trade from bidding more than the fixed price of the call?

Meserole: I think that's true.

Commissioner: Does not that go dangerously near the idea of stifling competition?

Meserole: It may appear that way to some. I simply regard this rule as a protection to the commission man.

It is not necessary at this late day to defend the "call to arrive" on the Chicago market. If Mr. Wells thinks it is better for his people in Iowa that the comparatively limited number of track buyers of Chicago should have the privilege of making the prices to be bid for grain in his state in their private capacity after the close of business on 'Change, instead of having those prices made in an open competitive market on 'Change, he is, of course, so privileged; but it decidedly contravenes his principle of "strict impartiality" to say he so believes in the manner and form quoted.

It will be noted that Mr. Meserole was not permitted to say why he thought the call beneficial to grain growers. Commissioner Clark seemed to have assumed that the call was not beneficial to them and, so far as the writer followed this testimony, no one was anywhere asked or permitted to explain the real merits of the call, which at this day has no active opponent on 'Change except the few elevator men, track bidders, who are now seeking to destroy both the call and the Board of Trade that made it and also the market itself, except, so far as they themselves would be the market, by closing all the railroad elevators of Chicago to

the use of the public. The call is simply one of the defenses of the competition—the existence, in fact, of the greatest cash and speculative grain market of the world, and should not be clubbed over Mr. Meserole's head.

STILL KNOCKING.

The North Dakota bankers have officially endorsed the North Dakota farmers' complaint that the latter are robbed by the Minnesota inspection at Duluth; and prove the contention by that old fake of showing how much more "No. 2" goes out of the elevators than goes in, and how much more "no grade" goes in than comes out.

It seems surprising that the bankers of North Dakota, who ought to represent rather more than the average of intelligence of the state, do not understand this apparent mystery, the explanation of which by them to their clients, the farmers, would, doubtless, go far toward quieting the unrest of farmers by removing its cause.

If the farmer persists in hauling dirt and screenings to town with his wheat he must expect to be docked, or penalized, for the offals, and no mock heroics by the bankers will ever change that condition of things, much less will forming a connection with a crowd of irresponsible bucket-shop gamblers at Superior, Wis., do it. If the farmer, instead, elects to ship dirt, screenings and wheat to Duluth he must understand that he pays freight on all three, gets pay for his good wheat and gives the offals to the elevator to use in subsequent sophistication of good wheat so far as he can, selling the rest to the sheep-feeders. The farmer is simply blocked in his attempt to sell offal as good grain, when he ought to keep it on his own farm to fatten stock or poultry.

The bankers of North Dakota ought to know all this. If they don't they cannot be considered safe bankers and certainly are not competent advisers of the farmers. If they do know these things and do not use that knowledge to advise the farmers—well, personally, some of us would change bankers.

THE EXPERTS.

This has been a hard year on the crop experts "in the field." One would have thought from their reports, read in the light of "the morning after the day before," that they had sat in the "back hall bed room" and skimmed the almanac. But crop reporting for the Government as field agent, as for private grain houses, is not a bad job, what with facilities for "traveling over the country, expenses paid, and telling about the rust, bugs, poor stand, thin on the ground, and weedy appearance of the crops, here and there, and estimating how much there will be left for harvest," to say nothing of the awe of the natives. It's a great thing to estimate the crop in bushels before it is hardly out of the ground, or headed. To most men to make an estimate on a crop of small grain before it is headed is mere guesswork, but many alleged experts have been doing it since February, and the public have been taking it all in, just as though it were the real thing.

Editorial Mention.

The Hay Association at Niagara Falls "made good" as usual.

A telegraphers' strike in the grain trade is like—well, there's nothing like it; it's the limit.

The National's convention at Cincinnati is the next big event in the trade—October date, remember.

The July, 1907, edition of the "Directory of Iowa Grain Dealers" has just been issued by Secretary Wells.

Don't forget that the uniform bill of lading question is not settled yet, and will not be until after a hearing in Washington in October.

Well, if the Society of Equity is "it," it really doesn't matter much, this telegraph strike. Put "wheat" at \$1.25 and let it go at that. It would save lots of bother.

X Don't load your cars so full the inspector can't get into them. It delays the game and spoils the inspector's temper, neither of which results in any good to the shipper.

Even with a "short crop" of winter wheat and oats, is another car famine to be expected next fall and winter? It begins to look like it, if complaints from the West and Southwest are justifiable.

Secretary Fred E. Pond of the Buffalo Corn Exchange has printed in convenient form the "Rules and Regulations Governing the Grain Trade" at Buffalo, including a list of members, a copy of which can be had on application.

X Duluth again demonstrated by its business for the crop of 1906 that it is the great flax market of the world. During the year the total receipts of flax reached the large sum of 20,591,621 bushels, the greatest on record there and far in excess of the receipts in any other market.

The telegraph strike ought to be a good object lesson to those habitual kickers who want the grain exchanges abolished and the grain business conducted a la sixty years ago. With quotations of the exchanges permanently cut off from the country, how could a farmer know what his grain would be worth at any given moment?

The Ohio Shippers' Association has established a claim bureau, the rules governing which may be obtained by communicating with J. W. McCord, secretary, at Columbus, O. The same association has issued in pamphlet form the "Car Service Rules" of the Railroad Commission, effective August 1, which have been accepted for all shipments by many of the roads, while by others only for intra-state business. These, too, may be obtained of Mr. McCord, who will accompany them with some

suggestions of a length much too great for us to reprint here and too important to risk epitomizing.

The Kansas Association has come down to business by directing its secretary to enforce the rule that "fires" any member who will not arbitrate. In the courts such a man is hit by "judgment by default"; why not the same thing in the arbitration court as well?

X W. Scott Cowen was on July 16 reappointed chief grain inspector of Illinois, and on the day following declared himself to be a candidate for secretary of state. Mr. Cowen has certainly improved the inspection service in the past three years and deserves public recognition of that fact.

X The Superior elevators are to be reopened to the general public in conformity with the late order of the Wisconsin Railway Commission. Now watch the *giasticutus*, locally known as the Board of Trade, perform, with the Wisconsin Grain and Stock Company "done gone got into a receiver's hands."

The University of Illinois is congratulating itself on the acquisition of Prof. Wm. F. M. Goss, late of Purdue, to be dean of the College of Engineering. The appointment is in line with the later development of this magnificent school, which is doing so much for the youth of Illinois and the agricultural and all other industrial interests of the state.

X The Omaha Busy Bee kindly informs us that "the Society of Equity has made one discovery, and that is that the actual value of wheat delivered depends on the demands of the millers, however the speculators may succeed in causing prices to fluctuate." Did the Bee consult its files of a few weeks ago, when the wheat bull was doing business? Guess not.

Rollin E. Smith in the Commercial West, Jones' weekly, calls down the "calamity howler"—the plaguey "crop expert" who ladles "dope," as "amounting to a commercial crime." Well, the Cominercial West ought to know what this "dope" is really worth, if anybody does—it has been making "crop reports" of various sorts for several years.

The Ames-Brooks, McCaull-Dinsmore and Duluth-Superior Milling companies, which pleaded guilty to accepting rebates and paid a \$1,000 on one count, must have "taken notice" that they got off easy compared with the Oil crowd. Virtue is its own reward—when in doubt, plead guilty on a count and let the prosecutor quash the others.

The "mutuals," the "liners" complain, are doing so much insurance business in grain in the Pacific Coast territory that the line agents insist on a new rate on growing grain so that it may be written at 3 per cent, with the added privilege of writing a six months' policy for \$1.50 to include warehousing, instead of a rate of 4 per cent flat on a yearly basis as at present. The agents argue that they who have

handled this business for years realize that something must be done to relieve the situation, as several companies threaten to disregard the board rates entirely if relief is not forthcoming very shortly.

The "Peavey" interests on this side the international boundary as a "line company" have been practically closed out, the parent company having concentrated most of its energies in Manitoba. The company has long been distinguished as one of the shrewdest and most successful grain operators in this country, both before and since Mr. Peavey's sudden death.

The bucket shops have had hard sledding even for mid-summer; but the country newspaper still puffs the "local grain exchange as being in the hands of two young men who possess good judgment, are courteous and business like, and there is no doubt but that the business of the firm will continue to increase under the new management." Couldn't they crank a "wheel of fortune" with equal "good judgment and courtesy" and simplify the game?

The U. P. after experiments has decided to build twenty-five steel box cars. They will have 50 cubic feet more room than the standard "Harriman Lines" car, but will weigh less when empty. Actual tests have shown that the one-eighth-inch sheet steel forming the sides and ends of the car is stronger than the wood usually used. The doors of the steel car are formed by single sheets of steel reinforced, like the sides and ends of the car, by diagonal bracing.

The smashing of the business and exposure of the methods of the Wisconsin Stock and Grain Co. of Superior by the United States courts ought to open the eyes of the bankers of North Dakota to the kind of cattle they have been seeking to tie up to. Usually men are properly judged by the company they keep; but this is hardly fair to say of the bankers named. They have simply been laboring under a serious mistake growing out of their essential ignorance of the details of the real grain business, with which they ought at once to familiarize themselves before making further connections with similar gentry in Superior or elsewhere.

X One reason why these North Dakota farmers never can get satisfaction from the inspection at terminals is that they do not realize fully the amount of poor grain and dirt they haul to the station elevator or load themselves into cars and forward to Duluth. They take the thrasher run, they will say; and that is true. But the thrasher itself is responsible. The thrashermen do not tell their customers that the thrasher is made nowadays to save every kernel of grain that it is possible to save. It makes more tallies for the thrasherman; but the system lowers the quality of the wheat by loading it with light, shrunken and broken kernels to an extent even the farmer does not appreciate, unless he makes a study of the case, or until he stands the dockage. The system, too, is one that is steadily debasing the seed, because most

farmers take the thrasherman's word that "the wheat from our separator doesn't need cleaning;" but the farmer who believes this and acts on the belief will have his seed deteriorate until it is practically worthless. He can't expect his marketed grain to be any better.

Governor Deneen has appointed Charles H. Deere of Moline to be Canal Commissioner to succeed W. R. Newton of Yorkville. Mr. Deere is a wealthy plow manufacturer, but owes (let us say) his appointment to the fact that he was prominent in the movement that led to the construction of the Hennepin Canal, now nearly finished from the Mississippi to the Illinois River. A man like Mr. Deere can be of immense usefulness to the waterway projects of the West if he cares to again interest himself in them in a practical way. Let it be hoped he will.

The Montreal Harbor Commissioners' fine elevator, "run in the interest of the public exclusively," which was to do its part in revolutionizing the grain export trade of the North Atlantic coast, has come into the "limelight" again as at least a partial failure and certainly an entire disappointment as a trade influence. "It has not been able to do sufficient elevating to pay expenses," says the Montreal Trade Bulletin, "but has been a serious drain upon the funds of the Harbor Commission. The Montreal Warehousing Company's elevator at Windmill Point is loading vessels every day and doing a rushing elevating business, while the Harbor Commissioners' elevator, built about three years ago, is scarcely earning its salt." This paper remarked when the elevator was projected that such enterprises are rarely successful unless they meet and satisfy a demand, while this house was constructed to meet one that was largely sentimental—a figment of a lusty imagination which saw what should be rather than what was.

The telegraph strike interrupts one of the best years the Chicago Board of Trade has ever enjoyed. In spite of the attitude of the public elevator men, the amount of business of all kinds largely increased; and while that attitude threatened disaster after July 1, the action of the court has restored confidence in the future status of the market, because Justice Carter's decision is believed to be sufficient to indicate that the Supreme Court will interpret the law to require the railroads to maintain public elevators, which they may operate, as does the Santa Fe company its house, by means of a subsidiary company, or lease to people desiring to conduct the business of public warehousing, and that a public warehouseman will not be permitted to deal in grain and to mix his grain with that of his customers. With that principle fairly re-established in this market and the Hepburn and Elkins acts securing to all uniform rates and no secret rebates, the Chicago market will return to its old-time status of the greatest cash and speculative grain market on earth. The directory of the Board certainly deserve the highest praise for their determining effort to free the market from its

inebri and restore to the fullest extent its competitive influences.

The Buffalo Corn Exchange, in response to the Indiana resolutions upon the "red ticket" system of inspection, has modified the rules so that all cars that can be clearly inspected shall be inspected but once (subject to appeal within forty-eight hours), and that cars that cannot be clearly inspected must be ordered to the elevator within forty-eight hours after sampling for inspection, and if not so ordered will be held at consignee's risk, unless the car is afterward found to be plugged. This rule covers all Buffalo tracks and yards adjacent thereto. By "clear" inspection is meant that the inspector shall be able to obtain an average sample of the entire contents of the car. This modification of the rules should affect a complete reform of a system that had become intolerable to shippers. It speaks to the fairness of the market, as well as to the efficacy of a "kick all together," which is what good association work means.

There was a bad grain failure in Kentucky the other day; and in explanation it is said the dealer in question never kept any books but depended entirely on his memory of all his transactions. He simply carried to an extreme what others do to a less degree. He kept no books. Many others do keep books (?) but they are little better than blotters. These dealers rarely examine or test their wagon scales even when replanking them; they have no loading scales at all; they don't cooper their cars; they keep no detailed memoranda of shipments and are, of course, "in the air" for testimony when needed to support a claim for shortage; they always sell on track and never get the premiums but always have to take the "dope" handed out to them when their stuff misses grade; and so on. And like their friends who do business in much the same way in other lines of trade, they are forever complaining that they are "in the meanest business on earth"—every business is, run in that way.

Poor President Baer has again had his feelings ruffled—he is not appreciated. It seems that about two years ago E. L. Rogers & Co. of Philadelphia complained to the Commerce Commission that several cars of hay and straw consigned to them were held up by the Reading Road at the Reading Station at Twenty-third and Race Streets, because, as the Reading men said, "so much freight had been tied up at that point it was impossible for the company to move the Rogers consignment." Mr. Rogers asserted, however, that the freight of other consignees was being moved by the company without any trouble, and that the Reading violated the law in declaring this embargo. The Commission sustained the complaint and in the opinion rendered Commissioner Lane held that "whatever may be said of an embargo against one commodity only in time of congestion, nothing can be said for an embargo which refuses transportation facilities to some establishments while affording such facilities to their competitors. If the exercise of such a power

were to be at all tolerated, carriers would be able to issue sentence of commercial death against some of their patrons, while continuing to serve others."

*X*A miller at Moscow, Idaho, objects to the Idaho Grain Commission as a useless piece of furniture (which it probably is), because, as he says, Washington or Coast buyers get all the Idaho grain; and, as he goes on to say: "The heads of the great grain firm and owners of the line houses are appointed deputy grain inspectors. So the man who buys, fixes the grade. In Eastern states, Minnesota, for example, the state does the inspecting, and not the grain buyers. I cannot see what good an Idaho commission can accomplish. The two states may consult, but as long as the Coast buyers do the inspecting, what good will result?" Now, a man with a "grouch" ought to assure himself of his facts before he gives public expression to his complaint; since in this particular case it appears the state of Washington, like the Eastern states, whose practice he commends, is the official inspector.

The form of the uniform bill of lading as adopted by the joint committee, will be discussed at a hearing before the Commerce Commission in Washington beginning on Oct. 15. It was said immediately after the bill was published that only those roads directly concerned in the making of the bill by representation on the committee would accept it; but laterally it is announced that practically all of the carriers in the "official classification" territory and the original petitioners have agreed to the form of bill of lading as submitted to the Commission, and have requested the Commission to approve and prescribe that form. The objections, however, to the bill are concerned with its form as an order bill and these are so very serious, taken in connection with the bankers' attitude toward the proposed order bill as collateral, that every effort must be made to see that these objections are clearly presented to the Commission. This, no doubt, will be done.

*X*John B. Daish of Washington is disappointed with the Hepburn Act and the way it works out. After ten months' trial he is convinced it has benefited only the carriers, who have been able under it to raise rates more than "ever before in the history of the country." This has been done by changes in classification, by increase of minimum carloads and by direct advances. The Commerce Commission is, moreover, he says, "more concerned with administrative duties than with the correction of rates. During these first ten months of the existence of the law the Commission has had 200 formal complaints filed with it; it has rendered 55 decisions, 25 in favor of the complainants, 29 in favor of carriers; in the one case the shipper was partly sustained." Mr. Daish has at least relieved the anxiety of those timorous ones who had begun to suspect that the roads were going broke because of the law. They breathe more freely; and railroad construction may be resumed.

TRADE NOTES

J. S. Coon of Rantoul, Ill., is said to have invented a machine for drying and cleaning oats and corn.

A. Waller & Co. of Henderson, Ky., have ordered three "Ideal" Hess Grain Driers and Coolers, to be installed at once at their Henderson plant.

The Ralston Purina Co. of St. Louis, Mo., has purchased two No. 3 "Ideal" Hess Driers for drying corn, and the work of installing has already commenced.

C. M. Johnston, representing Nordyke & Marmon Co. of Indianapolis, Ind., in Mexico City, Mexico, has removed from Apartado 2394 to Apartado 1413.

The North-Sharp-Sailor Co. of Chicago have taken over the sales management of the Acme Feed Governor and hereafter all sales of this machine will be made through them.

The Jeffrey Manufacturing Co., Columbus, Ohio, are sending out a series of illustrated mailing cards showing various uses of the specialties they manufacture. The cards are unique and original, at the same time being right to the point.

Sprout, Waldron & Co. of Muncy, Pa., have bought the patterns of the Richmond City Flour Packers and Bran Dusters and will build these machines in the future. They will also be in a position to furnish any supplies needed by users of the machines.

The Charter Gas Engine Co., Sterling, Ill., is sending out a novel and useful souvenir in the shape of a celluloid identification tag to be attached to an umbrella. The tag is a small one, but has space for the owner's name and address. It is attached to the umbrella by a silk cord.

The McKenzie Cereal Food Milling Co. of Quincy, Mich., has ordered a No. 3 "Ideal" Hess Drier and Cooler, to be shipped and installed immediately. While this machine is purchased particularly for drying buckwheat, it is intended for use on grain of any other kind that may require drying.

S. K. Humphrey, Boston, Mass., reports sales of Humphrey Employee's Elevators as follows: Allis-Chalmers Co., Milwaukee, Wis.; Russell-Miller Milling Co., for their Minot, N. D., mill (fourth order); Wichita Mill and Elevator Co., Wichita Falls, Texas; Evans Milling Co., Indianapolis, Ind.; Celina Mill and Elevator Co., Celina, Texas; Frank Kaucher, for a grain elevator at Sioux City, Iowa; Corn Products Refining Co., Granite City, Ill. (third order); Haglin-Stahr Co., Minot, N. D.

The Hess Warming and Ventilating Co. called up the Paris Milling Co. of Paris, Ky., on the long-distance telephone, at noon, July 29, and negotiated the sale of an "Ideal" Drier, to be used on tough wheat, which the milling company was then receiving. The drier was shipped on the morning of the next day and reached destination the second day following. Prompt work like this is a boon to millers and grain dealers receiving grain out of condition, for it is a matter of a few days only to get the drier in operation.

The following communication, dated Shanghai, China, June 14, 1907, was recently received by Barnard & Leas Mfg. Co., Moline, Ill.: "Messrs. Barnard & Leas Mfg. Co., Moline, Ill.: Gentlemen:—Our constituents, the Lee Dah Flour Mill Co., are so well pleased with your execution of our contract with them for a flour mill of 400 barrels' guaranteed capacity that we feel it incumbent upon us to congratulate your company upon its execution, and in particular, because the detail of selecting the machinery and

planning the plant was left entirely to your discretion. After the usual trial of a week, the mill running on 70 per cent Pacific Coast Club wheat and 30 per cent Manchuria wheat (both rather soft), the product obtained is over the agreed capacity. We should add that your export packing was perfect. The only breakages are two pulleys, and we have reason to believe that this hreakage was from careless handling at this end. We remain, gentlemen, yours faithfully, Fobes & Co."

Mr. Locke Etheridge, Chicago sales manager of the Avery Scale Co., has now on permanent exhibition at his office at 1500 Fisher Building a full size Avery Automatic Scale in actual operation. The Avery Scale Co. is one of the oldest companies manufacturing scales in the Old World, and about one and one-half years ago established an American factory for the manufacture of automatic scales in North Milwaukee, Wis. They built a handsome, completely equipped factory, and since that time have been energetically pushing their automatic weighing machines in the United States. The Avery Scale is a beautiful piece of machinery and one that will be appreciated by every elevator and mill manager interested in the accurate weighing of grain. The



WOODBURY & FILES'S ELEVATOR AT MARKLE, IND.

machine operates automatically to the ounce and weighs grains, flour, or similar products absolutely automatically and with the greatest accuracy. It is much used to give a running inventory of the grain consumed by the mill, being placed for this purpose just ahead of the first break rolls. A scale placed in the flour bin and another machine to weigh the bran complete a system of automatic machines by which the miller can know from hour to hour exactly what his mill is doing. Whether it is desired or not to purchase an automatic scale at once it would be well worth while to investigate the merits of such a scientific, accurate weighing machine, for the time is close at hand when the installation of so skillful and accurate a mechanical servant will be absolutely necessary.

ONE OF AN INDIANA LINE.

Woodbury & Files of Muncie, Ind., dealers in grain, seeds, hay and live stock, operate a line of seven stations on the Erie and C. E. & E. railroads. The house shown in the accompanying engraving is located at Markle, on the Erie Railroad. It has capacity for 35,000 bushels and is equipped with a complete line of modern machinery, including gasoline engine.

The firm's other stations on the C. E. & E. Railroad are Riches, Coles, Radley, Fowlerton, Matthews and Anthony. All seven houses are operated from the central office at Muncie.

A carload of new rye—the first of the season—arrived at Minneapolis on August 1, and was sold at 78 cents per bushel.

WHEAT IN AMERICA.

BY W. W. FINLEY,*
President of the Southern Railway Company.

Wheat, in the United States, has always been distinctly a frontier crop. The Census Office has located the center of wheat production since 1850, and each succeeding decade has shown a decided movement of this center to the westward. In 1850 New York was one of the great wheat-producing states and the Genesee Valley was the most important wheat center of the country. In that year the center of production in the United States was 57 miles east-northeast of Columbus, Ohio. In the succeeding fifty years the annual wheat production of New York had decreased over 3,000,000 bushels and the center of production had moved to a point 70 miles west of Des Moines, Iowa. This westward movement of wheat production has been faster than that of any other crop. In 1850 the center of corn production was almost due south of the wheat center, at a point near Parkersburg, W. Va., and in 1900 it was 54 miles southwest of Springfield, Ill., a long distance east of the wheat center.

The total production of wheat in the United States in 1850 was 100,485,943 bushels. Each succeeding census has shown an increase, until in 1900 the figures were 658,354,252. In the six succeeding years the annual production has averaged 672,831,000 bushels, declining from 748,460,000 bushels in 1901 to 552,400,000 bushels in 1904, and increasing again to 735,261,000 bushels in 1906. These figures have led some students of agricultural statistics to conclude that the limit of wheat production in the United States has about been reached, and it has even been predicted that this country, which exported 34,973,291 bushels of wheat and 13,919,048 barrels of wheat flour in the fiscal year ended June 30, 1906, will soon become an importer of wheat, and that if you millers are to continue to supply the home demand for flour, you will have to rely on the Canadian Northwest for a part of your grain supply.

However, it is interesting to note that the production of wheat in the United States in 1906 was 21.2 per cent of the total world production, as reported by the Department of Agriculture, and that it has averaged about 20 per cent of the world production each year since 1900, showing that the wheat farmers of this country are holding their place at the head of the wheat growers of the world and are supplying fully one-fifth of the total annual consumption of about 3,300,000,000 bushels.

Wheat production has now been carried as far west as the Pacific Coast, but there are regions in which the production of wheat can be greatly increased, especially if the expectations of the Agricultural Department as to the success of drought-resisting varieties of wheat in the semi-arid regions are realized. The completion of the irrigation works now under way by the government will also add many millions of bushels to the annual crop.

With these possibilities of increased production, while there may be an occasional bad crop year, like 1904, I believe that the United States will continue for a long time to export wheat and flour. Europe may draw a larger proportion of its supply from Canada and other countries, but I believe we are to have growing markets in Central America, the West Indies, the northern and western countries of South America and the Orient. The completion of the Panama Canal will greatly accelerate the development of the Central and South American markets, for the increased prosperity that will follow when the people of those countries have an improved way to market for their products will inevitably result in a large increase in the consumption of breadstuffs and other commodities from the United States.

*From a paper read by the author before the Mass Convention of the Millers' National Federation.

RECEIPTS AND SHIPMENTS.

Following the receipts and shipments of grain, etc., at leading receiving and shipping points in the United States for the month of July, 1907:

BALTIMORE—Reported by H. A. Wroth, secretary of the Chamber of Commerce.

Articles.	Receipts.		Shipments.	
	1907.	1906.	1907.	1906.
Wheat, bushels.....	650,116	1,577,877	104,000	277,121
Corn, bushels.....	2,262,116	461,509	1,741,620	416,027
Oats, bushels.....	240,015	293,431	534	631
Barley, bushels.....	.....	.....	.....	.....
Malt, lbs.....	.....	.....	.....	.....
Rye, bushels.....	4,136	13,398	244	25,711
Timothy Seed, lbs.....	2,739	3,13*	244	.....
Clover Seed, lbs.....	553	.....	.....	.....
Hay, tons.....	6,237	4,201	2,401	1,418
Straw, tons.....	.....	.....	.....	.....
Flour, bbls.....	163,420	173,623	109,941	113,229
Mill feed, tons.....	.....	.....	.....	.....

BOSTON—Reported by Daniel D. Morris, secretary of the Chamber of Commerce.

Articles.	Receipts.		Shipments.	
	1907.	1906.	1907.	1906.
Flour, bbls.....	118,500	101,670	53,980	45,431
Wheat, bushels.....	1,281,242	181,317	1,006,208	876,715
Corn, bushels.....	199,061	120,513	123,734	10,016
Oats, bushels.....	301,934	286,099	20,089	1,200
Rye, bushels.....	2,615	725	.....	.....
Barley, bushels.....	1,500	.....	.....	.....
Flax Seed, bushels.....	.....	.....	.....	.....
Mill Feed, tons.....	2,579	895	20	36
Cornmeal, bbls.....	1,450	1,935	75	180
Oatmeal, bbls.....	5,614	12,389	1,565	5,210
Oatmeal, sacks.....	12,290	1,540	18,662	900
Hay, tons.....	10,250	11,920	280	3,096

BUFFALO—Reported by F. Howard Mason, secretary of the Chamber of Commerce.

Articles.	Receipts.		Shipments.	
	1907.	1906.	1907.	1906.
Wheat, bushels.....	6,931,307	2,419,010	.....	.....
Corn, bushels.....	7,342,455	5,287,000	.....	.....
Oats, bushels.....	1,133,132	3,814,661	.....	.....
Barley, bushels.....	606,190	523,150	.....	.....
Rye, bushels.....	32,100	.....	.....	.....
Timothy Seed, lbs.....	.....	.....	.....	.....
Clover Seed, lbs.....	.....	.....	.....	.....
Grass Seed, bushels.....	36,000	.....	.....	.....
Flax Seed, bushels.....	1,908,000	869,860	.....	.....
Broom Corn, lbs.....	.....	.....	.....	.....
Hay, tons.....	.....	.....	.....	.....
Flour, bbls.....	1,217,487	910,597	.....	.....

Canal did not open until May 1, 1907.

CHICAGO—Reported by Geo. F. Stone, secretary of the Board of Trade.

Articles.	Receipts.		Shipments.	
	1907.	1906.	1907.	1906.
Wheat, bushels.....	1,347,600	7,703,577	716,194	1,387,912
Corn, bushels.....	8,569,512	8,659,513	11,819,579	8,118,179
Oats, bushels.....	4,191,586	5,488,755	4,008,580	4,702,315
Barley, bushels.....	392,412	497,200	95,477	90,183
Rye, bushels.....	89,000	74,945	115,014	7,555
Timothy Seed, lbs.....	582,730	1,160,470	385,012	430,092
Clover Seed, lbs.....	.....	7,915	4,097	7,020
Other Grass Seed, lbs.....	404,832	715,248	1,431,952	1,013,697
Flax Seed, bushels.....	63,404	40,200	1,157	33,566
Broom Corn, lbs.....	180,626	388,100	1,215,624	471,631
Hay, tons.....	24,781	17,947	1,182	2,270
Flour, bbls.....	599,810	541,570	570,09	539,129

CINCINNATI—Reported by C. B. Murray, superintendent of the Chamber of Commerce.

Articles.	Receipts.		Shipments.	
	1907.	1906.	1907.	1906.
Wheat, bushels.....	109,811	391,546	69,256	256,162
Corn, bushels.....	618,340	519,906	534,708	505,030
Oats, bushels.....	284,041	378,299	198,548	207,887
Barley, bushels.....	19,000	.....	110	10
Malt, bushels.....	180,600	135,150	56,551	81,000
Rye, bushels.....	16,212	10,194	3,951	10,590
Timothy Seed, bags.....	395	717	591	670
Clover Seed, bags.....	12	98	437	463
Other Grass Seed, bags.....	5,819	4,429	6,373	5,689
Hay, tons.....	8,316	10,685	5,328	8,199
Flour, bbls.....	77,63	111,412	48,818	70,808

CLEVELAND—Reported by M. A. Havens, secretary of the Chamber of Commerce.

Articles.	Receipts.		Shipments.	
	1907.	1906.	1907.	1906.
Wheat, bushels, water.....	70,000	.....	105,000	90,000
Do rai.....	57,240	613,234	2,427	102,493
Corn, bushels, water.....	112,000	.....	.....	.....
Do rai.....	.....	.....	.....	.....
Oats, bushels, water.....	385,076	170,396	197,820	87,274
Barley, bushels, rai.....	346,330	120,000	.....	.....
Do rai.....	334,036	359,427	367,769	119,699
Barley, bushels, rai.....	4,000	.....	1,625	.....
Rye, bushels, water.....	110,000	122,500	.....	.....
Flax Seed, bushels, water.....	.....	.....	.....	.....
Hay, tons, water.....	.....	118	.....	.....
Do rai.....	3,190	3,336	246	807
Flour, tons, water.....	.....	.....	15	65
Do rai.....	5,046	3,975	2,543	1,477

DETROIT—Reported by F. W. Waring, secretary of the Board of Trade.

Articles.	Receipts.		Shipments.	
	1907.	1906.	1907.	1906.
Wheat, bushels.....	74,929	233,241	7,457	2,832
Corn, bushels.....	272,571	361,803	251,651	40,102
Oats, bushels.....	238,671	186,914	2,814	35,621
Barley, bushels.....	3,909	900	.....	.....
Rye, bushels.....	14,986	6,993	5,817	16,351
Flour, bbls.....	17,000	27,100	8,000	18,000

DULUTH

ELEVATOR AND GRAIN NEWS

IOWA.

A farmers' elevator company is being organized at Ware, Iowa.

Work has started on the new Hunting Elevator at Wesley, Iowa.

There is talk of organizing a farmers' elevator at Walford, Iowa.

P. A. Reinbrecht's new elevator at Sunbury, Iowa, is fast looming up.

John Tjaden has commenced work on his new elevator at Wellsburg, Iowa.

The elevator at Schaller, Iowa, which was recently burned is being rebuilt.

Work on the new elevator at Otho, Iowa, is rapidly being brought to a finish.

More than \$5,000 has been subscribed towards the new elevator at Huxley, Iowa.

The new Farmers' Elevator has started at Hansell, Iowa, in charge of E. J. Gibson.

Kitzmiller & Schultz have lately made extensive repairs on their elevator at Parkersburg, Iowa.

A Mr. Hamilton of Nora Springs has purchased the Ober-Kingsbury Co.'s elevator at Ionia, Iowa.

It has been decided that the Walcott Elevator Co. will not build at Stockton, Iowa, this season.

Ingalls Bros. of Newton, Iowa, are reported to have sold their elevator to a Mr. Haskins of Pilot Mound.

A report from Luton, Iowa, states that work on the new Benedict & Smith Elevator is progressing rapidly.

The Lawler Elevator, which has been standing idle at Dickens, Iowa, will be repaired and placed in service.

J. A. Gray has traded his elevator at Schaller, Iowa, for a farm. Kunz Bros. of Wesley, Iowa, are the new owners.

A farmers' elevator has just been organized at Lytton, Iowa, and considerable of the stock has been subscribed.

Dunlap & Welch is the name of the firm which succeeds D. N. Dunlap in the grain business at Fontanelle, Iowa.

The Farmers' Co-operative Association of Ireton, Iowa, is remodeling the old mill at that place into an elevator.

There have been meetings among the farmers at Struble, Iowa, for the purpose of organizing an elevator company.

Albert Gilchrist of Gibson, Ill., has lately acquired an elevator at Bedford, Iowa, and has gone to assume charge.

A farmers' elevator company, recently organized at Wallingford, Iowa, is making preparations to build an elevator.

At Fairfax, Iowa, it is reported there is a movement on foot to start a farmers' co-operative grain elevator company.

A 25-horsepower Fairbanks-Morse gasoline engine has been installed in W. H. Harbor's elevator at Henderson, Iowa.

A farmers' elevator is to be built at Loomis, Iowa, according to present plans. It will be ready for the coming crop.

Gilchrist & Co. will move their elevator at Ionia, Iowa, to West Bend, Iowa. The building has been idle for several years.

It is reported that Greig & Zeeman have purchased the Packard Elevator at Dunnell, Iowa, and are in possession.

Chris Johnson has disposed of his elevator at Bode, Iowa, to Gilchrist & Co., owners of a small line of Iowa elevators.

A. W. Augspurger of New Sharon, Iowa, has sold his grain business to a Mr. Neil, who comes from a Minnesota town.

The Farmers' Elevator Co. at Churdan, Iowa, of which A. P. Fuhrmeister is president, will soon start to build a new elevator.

W. J. Brown has sold his elevator at Rutland, Iowa, to C. C. Clumley and Carl Martins, who took possession the first of August.

A. H. Betts of Mitchell, Iowa, has bought the Dwight Elevator at Inwood, Iowa, for the reported consideration of \$6,000. A new cleaner has been

installed, and A. D. Erickson has been retained as manager.

The farmers of Ida Grove, Iowa, have subscribed \$5,000 toward an elevator which will cost \$8,000.

The Sidney Elevator at Sidney, Iowa, has been completely refitted and overhauled. The plant recently suffered considerable damage.

An organization of farmers has been perfected in the vicinity of Fonda, Iowa. About \$4,000 will be invested in an elevator to be built.

H. C. Kruse and Harry Kruse have disposed of their elevator at Swea City, Iowa, to a farmers' company. Possession was given July 15.

W. A. Bryant & Sons of Greene, Iowa, have sold their elevator to the Farmers' Co-operative Elevator Co., which took possession on July 20.

The Farmers' Elevator Co. of Dayton, Iowa, has purchased the Iowa & Minnesota Cereal Co.'s Elevator for \$2,125, giving it a second elevator.

The Cook Bros. Grain Co. of Peoria, Ill., has acquired the elevator at McCallsville, Iowa, formerly owned by the Warren Commission Co. of Peoria, Ill.

The Graham Elevator at Ovoca, Iowa, has been sold to Nutzman & Marquardt by Margaret Graham, executor of the will of the late Joseph Graham.

R. R. Weed of Charter Oak, Iowa, contemplates building a modern elevator. He recently acquired an 8-horsepower engine, which he will use as power.

An elevator of 25,000 bushels' capacity will be constructed by the Crystal Lake Distilling Co. of South Sioux City, Iowa, of which Arthur Hallam is at the head.

The Blanchard Mill & Elevator Co. of Blanchard, Iowa, is building a new elevator with a capacity of 6,000 bushels. An underground conveyor will run to the mill.

According to John Burns, manager for the Hawkeye Elevator Co., a new elevator will be erected by that company at Hawarden, Iowa. It will be ready for the coming crop.

Williams & Benzler, grain dealers at Sheffield, Iowa, have dissolved partnership. Mr. Williams is now sole owner of the elevator and will continue the business alone.

M. F. Broadwell of Hedrick, Iowa, will build a modern elevator on the C. M. & St. P. right-of-way. It will be in charge of C. S. Nix, formerly with the Hamlin Grain Co.

Homer S. Thomas, for the past twenty years a prominent grain man, is building a 25,000-bushel elevator at Green Mountain, Iowa. About \$4,000 will be expended in the work.

D. J. Jenks has purchased a gasoline engine which he will install in the old Neola Elevator at Coon Rapids, Iowa, which he lately acquired. He now owns two elevators there.

A farmers' elevator company has just been formed at Havelock, Iowa, and \$4,600 secured toward an elevator. J. C. Potter, Joe Scall, Ed Meredith, George Spear and William Steen are the directors.

The Burrell Engineering and Construction Co. has the contract of the M. F. Broadwell Lumber Co. for a 15,000-bushel grain elevator at Hedrick, Iowa. It will have one stand of elevators and a Fairbanks gasoline engine.

The Grain Growers' Elevator Co. has incorporated at Shenandoah, Iowa, with a capitalization of \$4,000. C. W. Fishbaugh is president; A. Nordstrom, vice-president; E. C. Fishbaugh, secretary, and M. Brewer, treasurer.

A farmers' elevator company is being organized at Arthur, Iowa. The authorized capitalization will be \$15,000, with \$8,000 paid up. Among those interested are L. Harting, George Cressey, Frank Burget, H. B. Stryker and Charles Ellis.

The stockholders in the farmers' elevator at Rock Rapids, Iowa, are discussing the advisability of enlarging their elevator or of closing it to others than stockholders. Its present capacity is too small for the amount of business transacted.

C. D. Sturtevant of Omaha, Neb., lately purchased the transfer elevator formerly owned by the Cavers-Van Dorn Elevator Co. at Council Bluffs, Iowa. Besides this, Mr. Sturtevant has acquired the Omaha business of the company as well as that in several small towns in Iowa.

Eugene D. Hamlin, manager of the Marshall Elevator Co. of Des Moines, Iowa, recently sold the company's elevator at Marshalltown, Iowa, to the Warren Commission Co. of Peoria, Ill. The elevators at Zearing, McCallsville and Roland were turned over to the Cook Bros. Grain Co. of Wapello. It is understood the transfer was made because the

elevators were inconveniently located. Negotiations are now being made for the leasing of other plants.

The Berner-Smith Co. of Shenandoah, Iowa, is building an elevator. The company is comprised of W. C. Berner, G. E. Berner and W. H. Smith. W. C. Berner will serve as manager.

E. B. Cook, a well-known elevator man at Wapello, Iowa, recently acquired elevators at Marshalltown, Zering, Roland and McCallsville, Iowa. His brother, A. L. Cook of Linneus, Mo., is associated with him and the firm is now Cook Bros.

Wright & McWhinney of Bagley, Iowa, have lately purchased the interests of the Warren Grain Co. at Jolley, Iowa, as well as several other points. E. O. Whipple has been retained as manager at Jolley. It is understood the Warren Grain Co. will dissolve.

On July 18 the Green Mountain Farmers' Elevator Co. contracted for a 20,000-bushel elevator, to be built at Green Mountain, Iowa, adjoining the present structure. It will cost \$3,100, and when done will give the company a storage capacity of 40,000 bushels.

The Armour Grain Co. is about to open the large elevator at Burlington, Iowa, which has been thoroughly repaired and cleaned. The machinery has been idle for a year. B. J. Tobin, for several years with Harris, Scotten & Co., has been made manager for the new lessees.

Walkinshaw & McKee Bros. of Blanchard, Iowa, are erecting a new elevator, which, though somewhat smaller than the other one, will be more modern. Cement dumps are to be installed and a gasoline engine will be used to drive the machinery. The capacity will be from 6,000 to 8,000 bushels.

Referring to the construction of the new Sioux City (Iowa) Terminal Elevator, which is now progressing rapidly, the Sioux City Tribune says: "Work on the drier, which is to be a fireproof structure of concrete and brick, will begin within a short time, as a large force of men will be employed on the building from the present time until it is completed."

ILLINOIS.

A. Reinhard has sold out his grain business at Spring Valley, Ill.

James Shields is building a modern grain elevator at Benson, Ill.

Workmen have completed the new grain elevator at Stewart, Ill.

Bartlett, Kuhn & Co. are constructing a new grain office at Fairland, Ill.

Charles F. Holt has recently acquired the grain and hay business at Eden, Ill.

A. Ritscher has disposed of his elevator at Taylorville, Ill., to W. D. Schmitt.

D. W. Frackleton of Petersburg, Ill., has leased the elevator at Atterbury Station, Ill.

W. H. Westbrook of Paxton, Ill., has expended \$6,000 in getting his elevator into shape.

The Mundy Elevator at Gurran, Ill., has been entirely remodeled and a new scale house built.

The S. W. Line Elevator at Urbana, Ill., has been completed and grain is now being received.

About the middle of July a crew of men started excavating for the new grain elevator at Woodford, Ill.

H. J. Wykle of Peoria has purchased the elevator and grain business of Snyder Bros. at Metamora, Ill.

An increase in the capitalization of the Ashland (Ill.) Farmers' Elevator Co. from \$7,000 to \$10,000 has been made.

The Weller Manufacturing Co. of Chicago, Ill., purchased six improved Hall Signaling Grain Distributors during July.

A number of farmers in the vicinity of Curtis, Menard County, Ill., are discussing the advisability of building an elevator.

Jacob Davis, a real estate dealer at Springfield, Ill., is forming a co-operative company for the purpose of building an elevator.

Two improved Hall Signaling Grain Distributors were sold to the Stephens-Adamson Manufacturing Co. at Aurora, Ill., last month.

Mansfield & Co. of Monticello, Ill., have started their new elevator on the site of the old Knight plant on the Wabash, which has just been torn down.

Abel Brooks & Co. of Bloomington, Ill., have contracted with the Burrell Engineering & Construction Co. for four new elevators to be located at Cottrell, Prouty, Clements and Youman, Ill. They will have a capacity of 15,000 bushels each and be

equipped with a Western Combined Sheller and Cleaner and Fairbanks Engines and Scales.

Jack Mullin, formerly with J. M. Mullin & Son of Seymour, Ill., has purchased an elevator at Armstrong, Ill., where he will locate.

Jacob Davis and other business men of Virginia, Ill., have organized a co-operative company which contemplates building a commodious grain elevator.

William Murray of Champaign, Ill., has bought the elevator at Seymour, formerly belonging to C. M. and J. M. Mullin, for the consideration of \$3,500.

W. F. Crumbaugh of Le Roy, Ill., has acquired the Simeon Crumbaugh Elevator at that place. He is also going to build an elevator at Crumbaugh, Ill.

Frank Supple of Bloomington, Ill., has recently acquired the elevator at Gillum, Ill., from R. M. Hall of Downs. The consideration is reported to be \$7,200.

Twist Bros. of Pawnee, Ill., have commenced the construction of an elevator at Kincaid, Ill. Scales have already been installed and buying commenced.

A crew of workmen have started work upon the farmers' new elevator on the Big Four at Mackinaw. It will be completed in time to receive the coming crop.

Recently the Nobbe Elevator Co. of Litchfield, Ill., purchased the C. B. Munday & Co. Elevator at Farmersville, Ill. The plant was established four years ago.

The Toledo, St. Louis & Western Ry. has completed its 50,000-bushel transfer elevator at Madison, Ill. The Burrell Engineering Construction Co. had the contract.

William G. West of DeLand, Ill., has sold his elevator to Kahler Bros. of Kankakee for a consideration of \$12,500. The building is new and has a capacity of 10,000 bushels.

Frank B. Bushnell of Mason City, Ill., is having a 20,000-bushel elevator built at that place on the site of the one recently burned. It will be equipped with three dumps.

A report says F. S. Weilepp, grain dealer at Cisco, Ill., expects to retire soon and move to Decatur. The business will be left in charge of Carl Weilepp, a graduate of Ann Arbor.

Articles of incorporation have been received by the Farmers' Grain Co. of New Berlin, Ill., which is capitalized at \$5,000. R. E. Maxwell, P. J. Leahy and I. I. Dunlap are the incorporators.

Articles of incorporation have been granted the Grain Traders' Elevator Co. of Chicago, Ill., which is capitalized at \$15,000. The incorporators are Harry Nelson, Jr., Robert Candee and James F. Grahen.

It is reported the Maroa Elevator Co. of Maroa, Ill., has suspended business temporarily. The stockholders are said to have held several meetings lately, but have reached no agreement as to the company's future.

F. R. Ludwig has disposed of his half interest in the Kleiss & Ludwig Elevator at Pesotum, Ill., to Joseph Gilles, who also took over Mr. Ludwig's residence, for the total sum of \$9,000. Mr. Ludwig has purchased an elevator at Staley.

William Murray of Champaign, Ill., who recently acquired the J. M. Mullins & Son's Elevator at Seymour, Ill., has announced he will increase the capacity of the plant to 50,000 bushels. Orlando Murray is in charge of the elevator.

The Princeville Farmers' Elevator Co. of Princeville, Ill., have awarded contract to Burrell Engineering & Construction Co. for a 25,000-bushel grain elevator at that place. It will be equipped with an Avery Automatic Scale and a Fairbanks Gasoline Engine.

The Kilbourne Grain Co. was incorporated early in July to conduct a grain business at Kilbourne, Ill. The capitalization is \$2,600 and the incorporators are George Schuering, Frank Baker and Morrison Sinclair. J. C. Young has been appointed manager. The National Farmers' Exchange Elevator has been purchased.

Secretary S. W. Strong announces the following changes among the members of the Illinois Grain Dealers' Association. W. D. Schmitt succeeds A. Ritscher at Taylorville; McCrackin Bros. succeeds Bontz Bros. at Normal, Ill.; H. J. Wykle succeeds Snyder Bros. at Metamora; J. B. Kenny succeeds M. Kenny at Ottawa; Farmers' Elevator Co. succeeds Davis Bros. at Findlay; Coon Bros. of Rantoul succeed McDermott Bros. at Block; Kleiss & Gilles succeed Kleiss & Ludwig at Pesotum; F. R. Ludwig succeeds B. P. Staley at Staley; The Rogers Grain Co. succeed O. M. Kelley at Lostant;

Surface & Ensign succeeds A. H. Schumacher & Co. at Magnolia; Ed Pendleton succeeds H. C. Goebel & Co. at Mt. Sterling.

Abel Brooks of Normal, Ill., is about to erect four commodious grain elevators on the Alton's air line south of Springfield, one each at Prouty, Clements, Yeomans and Cottrell. They will be of cribbed construction and iron clad. Each will be equipped with a 25-horsepower Fairbanks-Morse gasoline engine, steel frame Fairbanks dump scale, Avery Automatic Scale, a man-lift and up-to-date corn sheller and cleaner.

Articles of incorporation have been granted the Baldwin-Walker-Tankersley Grain Co. of Champaign, Ill. Other offices will be maintained at Bloomington and Decatur. It is a consolidation of the Baldwin Grain Company of Bloomington, Tankersley & Co. of this city and Walker & Fiebeus of Decatur. The officers are: President, R. C. Baldwin of Bloomington; vice-president, G. J. Fiebeus of Decatur; secretary, W. C. McGuire of Champaign; treasurer, Lee J. Railsback of Hopedale; directors, R. C. Baldwin, M. L. R. Tankersley, W. C. McGuire and W. E. Walker, the latter of Decatur.

OHIO, INDIANA AND MICHIGAN.

Blair & Co. are building a \$10,000 elevator at Edison, Ohio.

Letherman & Houtz have succeeded the Smith Grain Co. at Canton, Ohio.

About \$10,000 has been subscribed by farmers around Mt. Cory, Ohio, toward an elevator.

Taylor & Son expect to occupy their new elevator at Stillwell, Ind., in the very near future.

A. E. Malsbury of New Richmond, Ind., lately purchased a 2,000-bushel Avery Scale for his elevator.

A stock company is being organized at North Hampton, Ohio, with the intention of building an elevator.

Recently the Ireton Bros. Elevator at Van Wert, Ohio, was enlarged in size and treated to a coat of fresh paint.

A Monitor No. 5 Combined Grain Cleaner has been placed in the Barryton Grain Co.'s plant at Barryton, Mich.

A new No. 5 Monitor Warehouse Cleaner is being installed in the plant of the Sandusky Grain Co. of Sandusky, Mich.

Work on the Oxford Elevator at Colling, Mich., is progressing quite satisfactorily, and the building will soon be opened.

The Avery Scale Co. of North Milwaukee, Wis., has sold to M. J. Brown of Hebron, Ind., a 1,000-bushel scale for his elevator.

An addition is being built to the Pollock Grain Co.'s Elevator at Middle Point, Ohio, and numerous improvements are being made.

The Bad Axe Grain Co. of Bad Axe, Mich., will use a No. 5 Monitor Warehouse Cleaner in its new elevator now building at McGregor, Mich.

It has been agreed that the Louisville & Nashville R. R. Co. will construct three switches for the Cincinnati Grain Co. at Covington, Ky.

The Valley City Milling Co. of Grand Rapids, Mich., has just installed a No. 6 Monitor Bean Cleaner and a No. 7 Monitor Grain Cleaner in its plants at that place.

S. H. Delong, receiver of the Barnhouse Grain & Seed Co. of Moral, Ohio, recently sold the property to C. B. Jenkins for \$4,875. The plant had been appraised at \$4,000.

Baker, Gill & Co. have succeeded A. B. Conkright in the proprietorship of the Great Central Elevator Co. at Richwood, Ohio. The house is being thoroughly renovated.

C. A. Stockmeyer of Caseville, Mich., has his new elevator nearly completed and will use a modern No. 5 Monitor Warehouse Cleaner and a No. 4 Monitor Bean Cleaner.

The Jellis Stone Co. of Flint, Mich., is rapidly completing the overhauling of its elevator, recently purchased by them, and have installed a new No. 6 Monitor Bean Cleaner.

Incorporation papers have been granted the Wood County Grain Co. of Bowling Green, Ohio. It is capitalized at \$40,000, by L. D. Hill, Ed Baldwin, M. P. Gorrell, B. C. Harding and L. B. Solether.

The Wallace-Orr Co. of Bay Port, Mich., will use a No. 5 Monitor Warehouse Cleaner with brush attachment. Also a No. 4 Monitor Special Bean Cleaner will be installed in the company's elevator at Linkville, Mich.

At the annual meeting of W. H. Small & Co., Indianapolis, Ind., it was shown the grain, seed and hay business had netted a profit of 24 per cent, of which 10 per cent was declared a divi-

dend. Frank Fischer was elected a director to fill the place of John F. Kuhn, deceased, and the old board was re-elected.

Articles of incorporation have been granted the Plymouth Grain Co. of Plymouth, Ind., which is capitalized at \$10,000. Among those holding stock are Henry A. Shambaugh, Frank W. Bosworth and Clinton A. Bondurant.

W. J. Thomas of Schoolcraft, Mich., has just completed remodeling his elevator into a 30,000-bushel modern house, with up-to-date machinery equipment. The work was done by the Burrell Engineering & Construction Co.

Articles of incorporation have been secured by the Farmers' Mercantile & Elevator Co. of Lindsey, Ohio, which is incorporated for \$25,000. Some of the stockholders are Edward E. Beck, B. J. Burkett, Perry Boyer, W. H. Henneman and Amos Notechine.

A dispatch says the Stockbridge Co. of Jackson, Mich., which leases the Michigan Central Elevator at Dexter, is installing a gasoline engine and a grain cleaner. A number of other improvements have been made, including an elevator tower on the roof.

An elevator costing about \$25,000 is proposed by members of the Society of Equity in the vicinity of Boonville, Ind. The plant is to be built of steel, with a capacity of 100,000 bushels of grain. Joseph H. Thornburgh and Senators Clamor Pelzer and James A. Hemenway are working for the success of the enterprise.

MINNESOTA AND WISCONSIN.

The Rex Elevator at Hampton, Minn., is about completed.

A farmers' elevator is under construction at Hills, Minn.

Greig & Zeeman have a new elevator at Sherburn, Minn.

Julius Poss will erect an elevator on his farm at Lida, Minn.

A grain elevator is being erected at Northeast Buffalo Prairie, Minn.

James Goudy has purchased Nels Austinson's Elevator at Stanton, Minn.

The Duluth Elevator Co. has secured the Peavy plant at Belle Plaine, Minn.

E. E. Smith of Sioux Falls, S. D., has acquired an elevator at Murdock, Minn.

The Andrews & Gage Elevator at Detroit, Minn., has been thoroughly remodeled.

Hubbard & Palmer have decided to build another elevator at Kasota, Minn.

Grimh Bros. of Frederick, Wis., are reported to be making plans for an elevator.

Harm Rust of Sherwood, N. D., is improving his elevator property at Rushmore, Minn.

It is reported W. H. Hurlbut and James Potter will build an elevator at Stephen, Minn.

Work has been almost completed on the Colfax Store Co.'s new elevator at Colfax, Wis.

Dadman Bros. of Whitewater, Wis., have acquired the elevator at Lima Center, Wis.

The Kraus Grain Co. of Milwaukee is investing \$100,000 in a new feed manufacturing plant.

Both of the elevators burned at Bellingham, Minn., have been rebuilt and are now operating.

The Pierce-Stephenson Elevator at Sutton, Minn., has been shut down until the new grain arrives.

There is a movement on foot to organize a farmers' elevator company at New Richland, Minn.

Manager Ingelbretson is in possession of the newly constructed Farmers' Elevator at Canby, Minn.

B. F. Muldown has purchased C. W. Lacy's elevator at Lyle, Minn., and will operate it in the future.

It is understood the L. H. Baker Elevator Company will build an addition to its warehouse at Baker, Minn.

The Cargill Elevator Co. has torn down its two flat houses at Delavan, Minn., and will shortly build an elevator.

Warehouses are now being built at Menomonie, Wis., by the Society of Equity, to handle this year's grain crop.

Zehnpfenning & Mueller of Parkston, S. D., have purchased the Scrogg elevator at Andrian, Minn., from Frank Lambertson. He will remain as manager.

While repairs are being made, the Superior Terminal Elevator at Duluth, Minn., has been shut down for three weeks. A new dock is being built, and other improvements costing about \$35,-

000 are being made. The plant is owned by the Cargill interests.

But little more work remains on the new elevator the Plymouth Elevator Co. is building at Blue Earth, Minn.

Extensive repairs are being made in the National Elevator at Hallock, Minn., where A. N. Holmer is in charge.

Recently the Peavy and Soo elevators at Rushmore, Minn., were sold. The former went to the Plymouth Elevator Co.

Claus Bergland, president of the Hawley Farmers' Elevator Co., is urging the erection of an elevator at Hawley, Minn.

An addition is being built onto the Walter-Boman Elevator at St. Peter, Minn. It will be equipped for cleaning grain.

Sage Bros. of Mountain Lake, Minn., are building an elevator at Kasota, Minn., which they will operate as a cleaning plant.

There are rumors to the effect that another grain elevator will be built this season on Jensen's Island, Lake Traverse, Minn.

It is reported the new farmers' elevator at Grand Meadow, Minn., is almost ready to receive grain. A Mr. Moen will buy.

Greig & Zeeman of Lismore, Minn., have a crew of carpenters at work building an addition, 16x26 feet in size, to their elevator.

The Mutual Elevator Co. of Marshall, Minn., has nearly finished its warehouse, which is 52x112 feet in size and two stories high.

The Farmers' Elevator Co. at Arco, Minn., contemplate buying or building another elevator, as their present facilities are too small.

W. F. Krause of Albany, Wis., is building a grain warehouse and will re-enter the business. He sold out some time since to Griffin & Partridge.

H. B. Borneman of Colgate, N. D., is endeavoring to lease the elevator at Chatham, Minn., and may also enter the grain business at Hallock, Minn.

E. A. Hyland and J. R. Carpenter of Baraboo, Wis., recently leased an elevator at Prairie du Sac, to be run in connection with their present business.

The Plymouth Elevator Co. of Blue Earth, Minn., has razed its barley and oats warehouses so as to rebuild its elevator. The plant will now be 36x40 feet in size.

The newly organized International Sugar Feed Co. of Minneapolis, Minn., will provide storage bins for 225,000 bushels of grain. It will grind out 500 tons of feed per day.

The town of Pemberton, Minn., consists of one elevator—in the knockdown. However, the elevator and the town are expected to grow. They are both in the vicinity of Medo.

The Van Dusen Elevator at Meriden, Minn., has been razed. It was used for many years by E. L. Scoville and afterward by Chris Thompson. Lately it has served as a storage house.

There is some talk of a grain elevator at Plum Valley, Minn. Plum Valley, it must be understood, is not yet on the map, but has aspirations in that direction. It is near Minnesota Lake.

Work has started on the new Farmers' Elevator at Hancock, Minn. It will be equipped with the best and most modern machinery, including a 10-horsepower engine, scales and cleaner.

Articles of incorporation have been granted the Hammond Elevator Co. of Hammond, Wis., which is capitalized at \$10,000. Will Hawkins, H. J. Barlow and V. J. Goodell are interested.

J. F. Sponseller of Lisbon, Minn., has bought the G. C. Fanton Elevator at Belle Plaine, Minn., and took possession in July. He has overhauled the plant and will soon commence operations.

Louis Birgen of Honey Creek, Wis., has purchased the elevator property at Prairie du Sac, Wis., for the consideration of \$7,000, from John Clemons of New Hampton, Iowa. He has leased it.

Articles of incorporation have been granted the Sterling Elevator Co. of Minneapolis, Minn. The capitalization is placed at \$200,000 and most of the stock is held by three young members of the Chamber of Commerce. They are D. L. Raymond, John H. Riheldaffer and Edmund Dodge. Mr. Riheldaffer was for ten years with Commons & Co.

According to press dispatches the F. H. Peavey Co. of Minneapolis, Minn., has just lately sold twenty-three elevators at points in Nebraska, thus disposing of almost the last of the big Peavey line which formerly operated in Iowa, Nebraska, Minnesota and the Dakotas. Less than a dozen houses are left and all are on the market. The

Peavey Co. is paying the most of its attention to Western Canada.

The Osceola Mill & Elevator Co. of Osceola, Wis., is building an elevator near its plant to replace the one destroyed by fire last year. It will be 30x80 feet in size and will be provided with a basement.

Articles of incorporation have been granted the Wright Elevator & Milling Co. of Minneapolis, Minn., capitalized at \$500,000 by Milton C. Wright, Frank W. Densmore and George A. Cameron of Minneapolis.

At Steen, Minn., work is rapidly progressing on the Edmonds-Landergan Elevator and on the Farmers' Elevator. When completed Steen will be able to handle 115,000 bushels of grain in her three elevators.

It is reported the Hubbard & Palmer Elevator at Kasota, Minn., has been sold to the Kasota Elevator Co., which was lately organized by J. La Due, former superintendent of the plant. The house was built five years ago and is equipped for cleaning. It has been handling about 5,000,000 bushels of grain each year, doing a large barley business.

Recently the Slayton Farmers' Co-operative Elevator Association commenced operations in its new elevator at Slayton, Minn., which was purchased from Mark N. Tisdale for the consideration of \$4,500. It is a 30,000-bushel plant and is well equipped. A. O. Lunder is president of the company, and C. J. Brownrigg, secretary. James Shirley is buyer.

SOUTHERN AND SOUTHWESTERN.

Another story will be added to the Farmers' Mercantile Co.'s elevator at Timnath, Ohio.

Albert G. Rall plans to build a \$150,000 grain elevator and warehouse at Ft. Worth, Texas.

Workmen have commenced the addition to the Farmers' Union Warehouse at Gonzales, Texas.

J. Perry Burrus of McKinney, Texas, is about to build a flour mill and elevator at Archer City, Texas.

The Inter-Mountain Milling Co. of Salt Lake City, Utah, is erecting an elevator at a cost of \$30,000.

The Lake Side Rice Mill Co. of Eagle Lake, Texas, has let the contract for its 20,000-bushel rice elevator.

Incorporation papers have been granted the Granada Milling & Elevator Co. of Granada, Colo., capitalized at \$10,000.

It is stated the Kay Co. of Ogden, Utah, will build an elevator of large capacity which will cost \$30,000 or more.

J. S. Gordon & Co. of Beaumont, Texas, will erect a flour mill and elevator. J. S. Gordon is receiving bids on machinery.

The El Campo Rice Elevator Co. of El Campo, Texas, will have its elevator equipped with two improved Hall Signaling Grain Distributors.

J. W. Moberly, for many years of Windsor, but more recently of Decatur, Ill., has bought the elevator at Blackwell, Okla., from V. G. Hagaman.

An elevator will be erected at Hardy, Okla., by the Midland Mill & Elevator Co. of Muskogee, I. T. It will be equipped by the Wolf Co. of Chambersburg, Pa.

P. C. Emberson is building an elevator at Alva, Okla., and has engaged J. E. White as buyer. The latter was for eight years with Crowell Bros. at Alva.

Work has almost been completed on the new Hayes-Shofner Grain Co.'s warehouse at Little Rock, Ark. It will have a capacity of between 100 and 200 carloads of grain.

The Merchants' Grain & Provision Co. of Monroe, N. C., has been chartered with a capital stock of \$50,000. The Sykes Co. and other mercantile concerns are interested.

A report from Lufkin, Texas, says the East Texas Grain Co. has leased a building there and will conduct a wholesale grain and feed business. The firm has an office in another section of the city.

The Sumner Gin & Elevator Co. was incorporated at Sumner, Okla., with a capitalization of \$15,000. The stockholders include Ed. J. Coyle of Perry, Edward Broom and C. D. Boardman of Okeene, Okla.

Recently the Iowa Grain & Milling Co., one of the largest firms in Nashville, Tenn., moved its business from the Hughes Elevator to the Hermitage plant of the Illinois Central and Southern railroads. The Hughes business has increased so

rapidly that Mr. Hughes now requires his entire plant.

The Cherokee Mill & Elevator Co. of Cherokee, Okla., has filed a notice of an increase in its capital stock from \$25,000 to \$75,000.

The Lucerne Produce and Elevator Co. of Lucerne, Colo., write that it is the intention of the company to rebuild its plant within the next year, but nothing will be done this winter.

J. H. Wilkes & Co. will erect at once a commodious grain elevator at Nashville, Tenn. It will be equipped with all the latest appliances and will be an ideal plant when completed.

The proposed elevator to be built by the Eagle Lake Rice Milling Co. at Eagle Lake, Texas, will be 40x50 feet in size, iron-clad. Its capacity will be 80,000 bushels of rough rice and the entire cost is estimated at \$17,000.

It is understood the Houston Turning Basin Investment Co., incorporated lately with \$200,000 capital stock, will build an elevator and wharves on the south side of the ship channel and turning basin at Houston, Texas. About \$100,000 will be expended.

Incorporation papers have been granted the L. P. Davidson Grain & Coal Co. of Seymour, Texas. The company is capitalized at \$25,000. It was incorporated by L. P. Davidson, W. A. Bennett, Arthur Pomer, J. A. Bussell and E. A. Chambers.

The elevator nearing completion at El Campo, Texas, is one of the first in the South built for rough rice. It will do away with sacks entirely. The plant represents an investment of \$35,000, all subscribed. E. L. Carvell is president of the company, and W. W. Duson, secretary.

J. A. & A. L. Jones of Nashville, Tenn., recently contracted for an elevator with a capacity of 25,000 bushels of grain. The foundation is to be so constructed that at any time the capacity can be increased to 100,000 bushels. The machinery has already been ordered.

The new \$250,000 elevator company at Jacksonville, Fla., known as the United Grain and Elevator Co., has been incorporated. B. G. Lasseter has been chosen president; C. H. Barnes, vice-president; W. Frazier Jones, secretary and treasurer; and J. A. Ewing, E. C. Long and B. J. Skinner, directors.

Recently the Farmers' Union of Eddy, Okla., applied for a charter. The union was capitalized at \$10,000, and proposes to build an elevator at once under the name of The Eddy Elevator & Supply Co. R. L. Daubbs is president; William Flood, vice-president, and N. W. Ballinger, secretary.

S. J. McKenzie of Adrian, Mich., and F. B. Postlewaite of Natchez, Miss., will build a 20,000-bushel elevator at Natchez on the tracks of the Yazoo & Mississippi Valley and Natchez & Southern railroads. Work is expected to commence by September 1, and the building will be ready for occupancy within sixty days.

EASTERN.

The Ambler & Hobart Grain Co. of Weymouth, Mass., was sold out by the receiver on July 17.

The Husted Milling & Elevating Co. of Buffalo, N. Y., is about to build a fireproof concrete elevator at a cost of \$76,000.

The Terminal Warehouse Co. of Baltimore, Md., has recently purchased a lot, 100x180 feet in size, and it is reported will build a commodious elevator.

Louis P. Goldsborough, the grain broker at Baltimore, under the name of Goldsborough Bros., has resumed business. He made an assignment some months ago.

Samuel Eby & Son of Lancaster, Pa., recently gave the Thomas McFeely Co. the contract to furnish receiving separator, power transmission machinery, elevators, etc., for their large grain elevator.

Articles of incorporation have been granted the C. H. Leonard Co. of Boonton, N. J., which purposed to deal in grain, cereal, flour and grain elevators. The capitalization is \$125,000. Those interested are C. H. Leonard, M. S. Condit and R. Dawson.

Although the Baltimore & Ohio Railway has two elevators at Locust Point, Baltimore, Md., the terminal committee of the Chamber of Commerce has asked for another one of large capacity, as well as a new drier. The Western Maryland Railway Co. has been asked to construct an elevator at Port Covington, Baltimore. Grain men are fearful about the facilities for handling the coming crop.

and deem these additional elevators and driers necessary.

It is reported the Northern Central Railway Co. will build a dock leg on the Canton Elevator at Baltimore, Md. A new drier has also been asked for by the Chamber of Commerce, through its terminal committee.

Early in July the Nickel Plate Elevator Co. was incorporated at Buffalo, N. Y., with a capitalization of \$100,000, paid-in capital of \$10,000. Those interested include Edwin M. Husted, Riley E. Pratt and Charles P. Wolverton.

While undergoing needed repairs the Baltimore & Ohio Elevator "C" at Baltimore, Md., was closed down for about ten days. The plant has a capacity of 1,500,000 bushels and has been very busy loading ships with grain for export.

The Quaker City Flour Mills Co. of Philadelphia, Pa., has removed all the receiving and cleaning machinery from the old elevator into the new tanks and is now tearing down the old elevator and putting up a new building which will connect the warehouses and mill.

Edward C. Paul, of the Boston Chamber of Commerce and the Produce Exchange, who failed in April with liabilities of \$270,000, has received his discharge in the bankruptcy court. His business troubles were brought about by his being overloaded with grain and flour in 1906. Lately he has done a good commission business.

CANADIAN.

Four elevators are going up at Govan, Sask.

A new elevator may be built at Battleford, Sask.

The International Elevator Co. plans to build an elevator at Osage, Sask.

Recently the Cupar Farmers' Elevator Co., Ltd., was incorporated at Cupar, Sask.

The Saskatchewan Elevator Co. contemplates building an elevator at Langham, Sask.

Elevators will be built in connection with the new mills at Macleod and High River, Alta.

A 75,000-bushel elevator is being built by the Medicine Hat Milling Co. at Medicine Hat, Alta.

The Northern Elevator Co. will replace the elevator at Pipestone, Man., which was recently destroyed.

Work has almost been completed on the new elevator belonging to the Imperial Elevator Co. at Springside, Sask.

The North Star Elevator Co. is erecting an elevator at Asquith, Sask. Another elevator has been promised for this place.

By addressing the secretary of the Board of Trade at Red Fleur, Alta., one can learn of good opportunities for an elevator.

More than 18,000,000 bushels of grain have been handled this season by the British-American (Pv.) Elevator Co. at Fort William, Ont.

Under the charter granted the Empress Transportation Co. of Midland, Ont., the company is privileged to construct and operate grain elevators.

It is reported that a series of elevators, each with a capacity of 40,000 bushels, is being built at Claresholm, Stavely, Parkland, Cayley and Carsairs, Alta.

John Millar of Indian Head, Sask., chairman of the Grain Commission has returned from England and has called the commission to meet at Winnipeg on August 26, to prepare its reports.

Workmen have commenced the steel work construction on the fifth and sixth stories of the new Grain Exchange Building at Winnipeg, Man., and stone setters are closely following them. The building is to be seven stories high and 127x129 feet in dimension.

W. T. Black, manager of the Ogilvie Flour Mills Co., is quoted as saying the new 600,000-bushel elevator the company is building at Fort William, Ont., should be ready to handle this season's crop. The power is electricity supplied by the Kamini-stikwia Power Co. from its plant 18 miles away, at Kakabeka Falls.

It is proposed to establish an association of farmers' elevators throughout the western part of Canada, and at a meeting held in Winnipeg, Man., on July 17, a resolution was passed favoring this plan. An organization committee was selected with A. Morrison of Carman, Man., A. Shephard and Dr. Wright as members.

Official Canadian Pacific Railway figures give the number of bushels of grain shipped from Yorkton, Sask., since Aug. 31, 1906, until July 22, 1907, at 1,537,066 bushels. These figures do not include the grain marketed at Orcadia, Rokeby or any other point in the Yorkton district, but solely represent the original amount of grain marketed and from Yorkton. To move this 957 cars were required. On July 22 there was in store in the ele-

vators there 109,995 bushels, which is practically the amount of grain carried by them the year around.

Recently the Canadian Distilleries, Ltd., was incorporated with a capitalization of \$1,000,000, at Winnipeg, Man. Among other things the company is granted the right of erecting and operating grain warehouses and elevators. The directors are W. A. Faulkner, F. A. Emerson, H. A. Wise, W. R. Lewis and G. Cooper, Winnipeg.

The Deloraine Milling Co. of Deloraine, Man., which was recently incorporated with \$40,000 capital stock, will conduct a milling and elevator business. The directors are J. Steedsman, Bera Pinch, Man.; W. S. Barker, G. N. Stewart, W. Perry, G. Whitlaw, J. Kirkwood, W. E. Cowan, G. Patterson, Deloraine; J. Johnson, Goodlands, Man.

The Consolidated Elevator Co., on July 25, opened its new 1,000,000-bushel elevator at Fort William, Ont. The plant is located at West Fort William on property secured from the Canadian Pacific in exchange for the ground originally presented to the elevator company by the city. The elevator building was erected by the Barnett & McQueen Co. and is fireproof.

Articles of incorporation have been granted the Port Arthur Elevator Co., capitalized at \$100,000, at Winnipeg, Man. It is planned to lease or otherwise acquire a terminal elevator at Port Arthur, Ont., and to construct and maintain railway tracks in connection with the same. The provisional directors are: L. O. Downing, R. H. Moore, R. T. Evans, L. M. Pugh, W. E. Kneeland, Winnipeg, Man.

On the Canadian Pacific Railway there are 917 elevators and 32 warehouses, with a capacity of 28,538,200 bushels, and on the Canadian Northern, 275 elevators and 20 warehouses, with a capacity of 7,485,200 bushels. The Midland and the Brandon, Saskatchewan and Hudson Bay have 13 elevators, with a capacity of 365,000. The Alberta Railway and Irrigation line has 7 elevators, with a capacity of 209,000. The C. P. R. has 7 Ontario terminal elevators with a capacity of 11,625,000 bushels, and the C. N. R. has 2, with a capacity of 7,000,000. In all there are 1,221 elevators and 52 warehouses, having a total capacity of 55,222,200 bushels.

DAKOTAS.

A farmers' elevator will be built at Ethan, S. D.

A Mr. Kratter is building an elevator at Herrick, S. D.

A second grain elevator is going up at Reliance, S. D.

Frank Connor is building an elevator at Ward, S. D.

Christ Boettcher will build an elevator at Harvey, N. D.

Philip Herther, Jr., will build a new granary at Hecla, S. D.

Muir & Engel are building an elevator at LaMoure, N. D.

John Ramey is building an elevator at Ree Heights, S. D.

Caspar & Simons are building an elevator at Herrick, S. D.

The Harris Elevator has just been completed at Wishek, N. D.

It is reported a new elevator will be built at Kathryn, N. D.

Lerschen & Boerboom are building an elevator at Judson, N. D.

Mike King's new elevator at Yankton, S. D., is almost completed.

The farmers near Des Laco, N. D., have purchased an elevator.

An elevator is being built for the Adrian Co. at LaMoure, N. D.

A 50,000-bushel elevator will be built by the farmers at Lehr, N. D.

The new elevator at Oswald, N. D., has been opened up for business.

The Nye-Schneider Co. is building a modern elevator at Burke, S. D.

An addition is being built onto the Farmers' Elevator at Dazey, N. D.

Workmen are engaged in building a modern elevator at Claremont, S. D.

The new Amenia Elevator to be built at Litchville, N. D., is under way.

Mat Burro of Hecla, S. D., has been increasing the capacity of his granary.

A 40,000-bushel elevator is being built by the Lyon Co. at Buchanan, N. D.

A board of directors is in charge of the plans of the Farmers' Elevator Co. at Wasburn, N. D.

It is said the company may erect a 50,000-bushel plant.

George Lee has installed a new engine in his elevator at Dickinson, N. D.

Kludt & Raugust of Emery, S. D., are building an addition to their elevator.

A new 40,000-bushel elevator is being built at Gackle by a stock company.

Osborne & McMillan's new elevator has just been completed at Cuba, N. D.

The Minnekota Elevator Co. will build a new elevator at Wimbleton, N. D.

The Corneleysen & Conner elevator has just been completed at Ward, S. D.

Work has commenced on the Heaton Lumber Co.'s elevator at Heaton, N. D.

A new 30,000-bushel elevator is to be built at Lignite, N. D., by the farmers.

A stock company is being formed to build a farmers' elevator at Wagner, S. D.

Von Seggern Bros. are building a large and modern elevator at Gregory, S. D.

F. N. Theisen is reported to have sold his elevator at Wessington Springs, S. D.

The Pacific Elevator Co. has just completed a modern elevator at Cresbard, S. D.

Workmen are remodeling and enlarging the Crown Elevator at Frederick, S. D.

An addition to its elevator has been built by the Atlantic Elevator Co. at Calio, N. D.

Olson & Karpen have almost completed their new 40,000-bushel elevator at Fargo, N. D.

An elevator is being built at Almont, N. D., by the Madison Mercantile Co. of Madison.

The Atlantic Elevator at Lidgerwood, N. D., was closed for repairs the 18th of July.

Cooperstown, N. D., now has eight elevators, with a combined capacity of 300,000 bushels.

It is understood a new 30,000-bushel grain elevator is under construction at Zell, S. D.

A new elevator will be erected by Hammer, Halvorson & Beier at Cooperstown, N. D.

The Sleepy Eye Milling Co. has been repairing and painting its elevator at Aurora, S. D.

J. M. McCollum has sold a half interest in his elevator at Scotland, S. D., to P. J. Morrison.

The new Empire Elevator at Frederick, S. D., is almost completed. It is 40x40 feet in size.

King & Miller have purchased the St. Anthony & Dakota Elevator Co.'s plant at Genesee, S. D.

George W. Chesley recently sold his grain elevator at Bonesteel to the South Dakota Grain Co.

A contract for a 30,000-bushel grain elevator has been let by the Farmers' Grain Co. at Estelline, S. D.

A new gasoline engine has been installed in the St. Anthony and Dakota Elevator at Hamilton, N. D.

Extensive additions are being made to the Stinchcomb Elevator Co.'s plant at Donnybrook, N. D.

An elevator is being erected at Jesse, N. D., under the direction of F. W. Keehn of Glencoe, Minn.

Robert Wilson recently disposed of his grain elevator at Cavour, S. D., to the Lake Preston Milling Co.

Work has started on the new Farmers' Elevator at Vermillion, S. D., which will be rushed to completion.

The Northland Elevator Co. is building an elevator at Grafton, N. D., which a Mr. Good will manage.

The Farmers' Elevator Co. at Orr, N. D., is building an elevator, which will be ready for the fall crops.

The Fulton Elevator Co. will install an improved Hall Signaling Grain Distributor at its plant in Burke, S. D.

The Star Elevator Co. is erecting an elevator at Carrington, N. D., which will soon be ready for the opening.

An elevator is to be built by the farmers at Elkton, S. D., and it is expected to be ready for the fall crop.

M. L. Wolfe and Anton Glesen have acquired the Dolan Elevator at Verdon, S. D., and will conduct it in the future.

A crew of workmen is constructing a new 55,000-bushel elevator at Jamestown, N. D., for the Russell-Miller Co. It is being built near the present mill elevator, and when completed will

afford the company a capacity of 100,000 bushels. It will be opened early this fall.

H. E. Braum of Sacred Heart, Minn., recently acquired the McEwen, Dougherty & West Elevator at Adams, N. D.

The Andrews & Gage Elevator at Northwood, N. D., has recently been enlarged and given a new dress of paint.

At Ethan, S. D., some 175 farmers have organized and made preparations to erect and operate an elevator.

Rapid progress has been made on the new elevator building at Rowena, S. D., and it will soon be ready to receive grain.

It is reported that Andrews & Gage have sold their elevator at Tower City, N. D., to the newly organized farmers' company.

Workmen are fast getting the new Van Dusen Elevator at Volga, S. D., under cover, and it should be ready as soon as the crop.

A farmers' elevator company is said to be practically assured at Loomis, S. D., where 175 farmers have organized recently.

On August 10 the 50,000-bushel elevator and feed mill belonging to the Farmers' Elevator Co. at Mapes, N. D., was offered for sale.

J. E. Williams has sold his new elevator at Ken-sal, N. D., and has taken the management of the Farmers' Elevator for another year.

Geisler Bros., grain dealers, have lately purchased the Teed Elevator at Frederick, S. D., taking possession the first of August.

Bird & Co. of Minneapolis have the contract for building a 23,000-bushel annex to the St. Anthony & Dakota Elevator at Webster, N. D.

Lewis Wolfe and Anton Giesen of Verdon, S. D., have recently purchased the Dolan Elevator at that place and will operate it.

The Woods Farmers' Elevator Co. of Addison, N. D., has been incorporated with a capital stock of \$25,000 by R. S. Piper, W. L. Plath and others.

There is talk of establishing a farmers' elevator between Roseville and Clifford, N. D. Among those interested are S. H. Taylor and Iver Ingebreton.

The Royal Elevator Co. has transferred its interests at Cathay, S. D., to Regan & Lyness of Fessenden. Mr. Schultz has been retained as buyer.

A new engine room has been built at the Atlantic Elevator in Hankinson, N. D., and numerous other improvements have been made.

The new elevator of the Farmers' Terminal Elevator & Grain Co. at Hankinson, N. D., was opened on August 1, with W. T. Spencer as buyer.

The Thorpe Elevator Co. contemplate building an elevator at Sentinel Butte, N. D., as soon as a site can be secured from the railroad company.

Recently the Thorpe Elevator Co. placed a new 8-horsepower gasoline engine in its elevator at Edgeley, N. D., replacing one which had become too small.

John J. Goozee of Deering, N. D., recently sold his elevator at Deering to the Imperial Elevator Co. and the elevator at Norwich to the Acme Elevator Co.

C. H. Sowle of the Independent Elevator Co. has contracted for the erection of a 50,000-bushel elevator at Maxbass, N. D., to replace the one that burned.

W. I. Thompson of Madison, S. D., recently sold his interests in the Larkin-Thompson Co. to Larkin & Smith. Mr. Thompson has bought the Olson line of elevators.

The Smith & Gulack Grain Co., proprietors of elevators at Anamoose, Balfour and other points in North Dakota, have commenced another at Ruso.

D. A. Dealy, formerly with McCaul & Webster of Yankton, S. D., has entered into partnership with H. De Camp and purchased the Wilcox & Williams elevator.

Recently the Ostroot Elevator Co. purchased two more grain flathouses at Ramona and Estelline, S. D., which are now being remodeled into modern 25,000-bushel elevators.

The Ward County Farmers' Grain & Mercantile Co. has been incorporated at Stampede, N. D. The incorporators are Glenn Vinson, Lars Bede, Oscar Orine and others.

W. A. Gilbert recently moved the elevator at Chautauqua, N. D., from its former site to one nearer the roller mills. It will be made serviceable for the storage of grain.

Another elevator is to be erected by the Farmers' Elevator Co. at Hartford, S. D., adjacent to the one now in use. The new building will have a capacity of 31,000 bushels and has

been made necessary by the rapid growth of business. An engine to be installed will operate both elevators.

A report says the old Van Dusen warehouse at Iroquois, S. D., has been torn down and a new elevator is already under process of construction, to be completed for the coming crop.

The National Elevator at Lakota has been razed after nineteen years of service, but will be rebuilt on another site. The new building will be much larger and more modern in every respect.

A farmers' elevator company is being organized at Bathgate, N. D., with a capitalization of \$10,000. It is probable an elevator will be purchased. Negotiations are now on for the I. H. Harris plant.

The Star Elevator Co. is building grain elevators of large capacity at Eldridge, Melville and Hurdfield, N. D. The Eldridge plant is the third for that place and will accommodate 60,000 bushels of grain.

A farmers' elevator company was organized at Hurley, N. D., last month, and R. W. Mitchell was elected president. Charles Segar is vice-president; J. H. Davis, treasurer, and W. C. McIntyre, secretary.

There is talk of a farmers' elevator in the vicinity of Lone Tree, N. D. It is understood \$7,500 has already been subscribed toward the enterprise and work will commence in the near future.

E. E. Smith, one of the owners of the Sioux Elevator at Sioux Falls, S. D., and a string of eight others along the Great Northern Railroad, has disposed of all his holdings and moved to Minnesota.

The Farmers' Co-operative Elevator Co. has been incorporated at Lansford, N. D., with a capital stock of \$50,000. Those interested include Gardner Stevens, Thos. E. Reilly, W. C. Haydon and others.

Work has been commenced on the new Farmers' Elevator Co.'s plant at Watertown, S. D. It is located on the Northwestern side-track and will be ready to receive grain by October 1.

It is reported the Duluth Elevator Co. will construct a 35,000-bushel elevator at Edinburg, N. D. The contract has been given to a Minneapolis firm and the plant will be ready to receive the coming crop.

Articles of incorporation have been granted the Addison Farmers' Elevator Co. of Addison, N. D., which is capitalized at \$25,000. Among those interested are Paul Hans, Theodore Lebus, J. F. Zimmerman and others.

A newly incorporated firm is the Farmers' Elevator Co. of Alice, N. D., capitalized at \$50,000. Among those interested are Robert Wadeson, E. F. Wallentine, Alice, N. D., and C. A. Spink, Fingal, N. D.

The Fulton Elevator Co. is building a new elevator at Burke, S. D., which will have a capacity of 20,000 bushels of grain when completed. G. A. Torrance of Tabor, S. D., is manager of the Fulton Elevator Co.

The contract was recently let for a 20,000-bushel elevator to be completed September 1, by the Farmers' Elevator Co. of Pukwana, S. D. The organization was recently perfected and is capitalized at about \$5,000.

F. H. Stoltze of Cando, N. D., has recently disposed of his line of elevators to the National Elevator Co. and is now planning to enter the Canadian Northwest. The plants sold were at Cando, Perth, Rolla, Church's Ferry, Dunseith, Thorne, Larimore, Park River, Hanna, Langdon, Starkweather, Inkster, Willow City and other points in that section of the state.

The Reedy Grain Co., which in the past has operated exclusively at Beresford, S. D., has lately acquired a string of thirteen elevators within the state and along the Northwestern Railroad in the following towns: Beresford, Alcester, Centerville, Wakonda, Volin, Hurley, Parker, Monroe, Canistota, Canova, Vilas, St. Mary, Carthage and Esmond. The property was formerly owned by the Western Elevator Co. J. L. Reedy will act as manager and auditor, with offices at Beresford.

Recently the Northwestern Elevator Co. completed a new elevator at Larimore, N. D., which adjoins the old one. The addition which formerly occupied its site was razed to make room for the new structure. This measures 36x32 feet, is larger and higher than the part that was removed and rests upon large flat blocks of sandstone. Both the old and new parts have a covered driveway on the south sides. The older building still standing was put up in 1882, and

this and the new elevator together have a storage capacity of 75,000 bushels.

Incorporation papers have been granted the Simonson Grain and Lumber Co. of Driscoll, N. D., which has a capital stock of \$60,000. Those interested are S. J. Simonson, Anna Simonson, Driscoll; William O'Laughlin, Sterling, and S. A. Lonbaken.

WESTERN.

George Hanson is erecting a grain warehouse at Huntsville, Wash.

Levi Archibald has leased the Tacoma Grain Co.'s warehouse at Palouse, Wash.

The Seattle Grain Co. is about to erect a warehouse on its site at Kiowa, Wash.

Rolfe Bros. have purchased the F. C. Davidson Grain Warehouse at Oakesdale, Wash.

It is reported the Farmers' Independent Grain and Produce Co. is building a warehouse at Waukon, Wash.

The Farmers' Co-Operative Trading Co. is said to be putting up a 60x80-foot warehouse at Newport, Wash.

According to a late dispatch the Farmers' warehouse at Fallons, Wash., is to be rebuilt at once. It was burned on July 4.

A large grain warehouse is being built by Hayfield Bros. at Farmington, Wash., to replace the one which collapsed last winter.

Jeffries & impson of Gardena, Cal., have bought out the Compton Grain & Milling Co. of Compton, Cal., in which they were formerly partners.

The Imperial Elevator Co. expects to begin immediately the construction of a large grain elevator, to be ready for the fall crop, at Culbertson, Mont.

J. H. Turner is building a 40x90-foot addition to the Farmers' Warehouse at Odessa, Wash. The plant will have a capacity of 125,000 bushels when completed.

It is understood the Seattle Grain Co. will build a warehouse at Kiona, Wash. N. S. Dickey has been appointed manager. Kiona now has three grain buyers.

A hundred or more petitioners have implored the Imperial Elevator Co. to build an elevator at Chinook, Mont., and it is quite possible the company will do so.

Workmen are engaged in the construction of the new elevator for the Everett Flour Mill Co. at Everett, Wash. It will be two stories high and 40x58 feet in dimension.

The Vollmer-Clearwater Co. is building a warehouse 52x100 feet in size at Kindrick, Idaho. It will connect two other warehouses, and the whole will measure 52x345 feet.

W. F. Smith has leased the Galbraith-Bacon and old Hypothek warehouses at Palouse, Wash., from the Spokane and Inland Co. He will also build a warehouse 50x125 feet in size.

The Gallatin County Farmers' Alliance of Bozeman, Mont., has through T. F. Stevenson, its manager, contracted for the erection of a reinforced concrete elevator at Belgrade, Mont.

Articles of incorporation have been granted the Waverly Grain Co. of Waverly, Wash., which is capitalized at \$6,000. Those interested include W. F. P. Binge, J. T. Hollis and Hans Holling.

It is understood the Washington Grain and Milling Co. will operate grain warehouses at Mount Hope, West Fairfield, Waverly and Fairbanks, Wash. The Waverly Grain Co. will also have a warehouse at Waverly.

Incorporation papers have been secured by the Valley Grain & Warehouse Co. of Fresno, Cal. The company is capitalized at \$200,000 by F. M. Miller, Hector Burness, A. C. Miller, H. M. Johnston and George W. Jones.

A. J. Stone is building a grain warehouse at Balder, Wash., a new station on the Colfax division. Negotiations are declared to be on for warehouses along this road at Rosalia, Thornton, Cashup, Steptoe, Blackwell and Colfax.

It is said the elevator facilities for 100,000 bushels of wheat at Mohler, Wash., are far from adequate, as it is expected there will be 400,000 bushels on the market in that vicinity. The elevator companies are waiting for the railroad to build a siding, before they erect new structures.

A company comprising eight of the prominent farmers near Turner and Covello, Wash., have acquired the Interior Warehouse Co.'s warehouses at Turner and Whetstone Hollow. They each have a capacity of 75,000 sacks. Included in the deal are F. M. Weatherford, Joseph Fontaine, Thomas Wilson, John Blessing, C. J. Baroughton, Ed Eager and Grant Lowe. A meeting will be held Saturday

to elect officers. The purchase price of the warehouses was \$8,000.

The Vollmer-Clearwater Grain Co. has erected two large warehouses, 50x250 feet, and the Kettenbach Grain Co. one of the same size at the new town of Vollmer, eleven miles west of Nez Perce, Idaho.

MISSOURI, KANSAS AND NEBRASKA.

R. A. Braik is building a new elevator at Erie, Kan.

Worthey & Wines will erect an elevator at Clarence, Mo.

McMasters & Needham will build an elevator at Walthill, Neb.

The Anchor Grain Co. has bought the American Elevator at Pender, Neb.

Jake Buller has sold the old Friesen Elevator at Jansen, Neb., to Henry Heidelk.

F. J. Uldrich & Co. of Tobias, Neb., have sold their elevator to parties from De Witt.

It is announced that the Omaha Elevator at Beatrice, Neb., has reopened for business.

Jake Strahm has purchased the elevator at Berwick from A. D. Steel and will operate it.

The Merriam & Holmquist Co. has just installed two large dust collectors in its elevator at Omaha, Neb.

D. N. Burruss has sold his elevator at Miami, Mo., to McCoy Bros., who will continue the business.

James Malin has purchased the new elevator at Kinsley, Kan., and will operate a feed mill in conjunction.

Operations have started in the new McConaughy Elevator at Holdrege, Neb., of which C. M. Bloom is manager.

It is stated the Missouri Grain Co. will rebuild its elevator at Moberly, Mo., and also construct a flour mill.

The Taylor Grain & Elevator Co. of Topeka, Kan., is arranging to erect a warehouse near its present plant.

Recently the Trans-Mississippi Grain Co. opened its elevator at Miller, Neb., and is now transacting business.

Charles Baker has sold his elevator at Ness City, Kan., to D. E. BonDurant, and has moved to Dodge City, Kan.

D. Gilbert & Son of Grand Island, Neb., have installed an improved Hall Signaling Grain Distributer in their plant.

W. H. Taylor has sold his grain elevator at Tobias, Neb., which he operated for 23 years, to George Wild of De Witt.

The Trans-Mississippi Grain Co. of Boone, Neb., will equip its elevator with an improved Hall Signaling Grain Distributer.

The American Grain Elevator Co.'s plant at Wausa, Neb., has been transferred to the Holmquist Grain Co. of Oakland.

After having been closed some time for repairs the Omaha Elevator at Blue Springs, Neb., has resumed in charge of R. Delair.

Clyde Johnson has disposed of his interest in the iron-clad elevator at Cleveland, Kan. The property is now owned by Elmer Hansen.

A 25,000-bushel elevator has been contracted for by the Farmers' Elevator Co. at Wakefield, Neb. It will be ready by September 1.

Tierney & Wirt are razing the old elevator at Ansley, Neb., preparatory to building a new one, which will be the largest in that section.

The Gordon Mill Co. is building a new elevator at Gordon, Neb. The Great Western Mfg. Co. of Leavenworth, Kan., is installing the machinery.

Incorporation papers have been granted the Farmers' Elevator Co. of Cedar Creek, near Plattsburgh, Neb. The company is capitalized at \$5,000.

F. E. Hippel, a grain man of 20 years' experience, has organized a company at Liberal, Kan., which is building a grain elevator of 25,000 bushels' capacity.

Joseph Gibbon and S. D. Reid recently purchased the site of the Burlington Roller Mills at Burlington, Kan., and will erect an elevator and feed mill.

The new elevator erected for Heller & Max at St. Clair, Mo., has been equipped with a Fairbanks-Morse Gasoline Engine, and is now ready for business.

D. J. Gates of Albion, Neb., has lately purchased from Rudolf and Herman Beal their interests in the Nebraska Hay and Grain Co. Of the reorganized company Mr. Gates will be president and

E. A. Nordstrom, of the old company, will be secretary and treasurer, and will have charge of the business.

George W. Davis has disposed of his grain and other business at Brownell, Kan., to G. M. Ryan, Thomas Ryan and E. S. Chenoweth, and will move to California.

A deal has been consummated by the T. B. Hord Grain Co. of Central City, Neb., for the purchase of the Linville elevator at Tamora, Neb. The consideration is \$3,210.

The oldest elevator in Oxford, Neb., owned by H. O. Barber & Son, has been sold to the Wilsey Grain Co. of Lincoln, Neb. C. H. Avery has been retained as manager.

Otto Welss of Wichita, Kan., is said to be planning for the construction of an elevator at Andale, Kan. He endeavored to buy the one there but couldn't close the deal.

It is asserted the Farmers' Co-operative Association contemplates building a large elevator and flour mill at Guymon, Kan. The board of directors is now making plans for the work.

The Carroll Lumber & Grain Co. of Carroll, Neb., has incorporated with a capitalization of \$50,000. R. D. Merrill, F. S. Baty, J. E. Blenkiron and L. S. Blenkiron are the incorporators.

A report is current that the J. H. Hamilton Co. may build an elevator at Omaha, Neb., next year. For the present season he has contracted with the Independent Elevator Co. to carry his grain.

A dozen or more farmers near Ferguson, Kan., have organized the Ferguson Grain & Live Stock Co. and will purchase the old Co-operative Elevator. W. A. Kuykendall will be made manager.

Scott Deal of Ponca, Neb., is erecting a commodious elevator at Winside, Neb. He will employ a gasoline engine for power. Mr. Scott was with the Anchor Grain Co. at Ponca for the past four years.

Elevators "A" and "B," belonging to the Kelley & Lysle Co. at Leavenworth, Kan., are being overhauled and put into readiness for the coming crop. The company's new "C" elevator at Farley, Mo., has just been opened.

Lately the Hanson Grain Co. of Sabetha, Kan., disposed of its business at Price, Kan., to Lee Baumgartner, formerly of Bern. The plant was owned by Mrs. Henry Hanson and has been operated by the family for eleven years.

Articles of incorporation have been received by the Simmons Grain & Coal Co. of Elk City, Kan., with a capitalization of \$5,000. Among those interested are W. O. and Mrs. May Wheeler of Weatherford and J. W. Simmons of Hydro.

O. D. Wilson of Mellow, Kan., manager of the Midland Grain Co., announces his firm has again resumed control of the Midland Elevator at McPherson, Kan., and it will in the future be operated under his direction. The plant was formerly of the Peavey string.

Jolley & Blanchard, grain merchants, is a new firm with offices in Topeka, Kan. E. M. Jolley of the firm was in charge of the Rosenbaum Grain Co.'s Kansas City business for five years, and for the past two years has been manager of the Missouri Grain Co. A. G. Blanchard, his partner, has been in the grain business at Bennington. The firm has membership in the Kansas City Board of Trade and the St. Louis Merchants' Exchange.

NEBRASKA GRAIN ASSESSMENTS.

The Nebraska Supreme Court, in the case of the Central Granaries Company, has held that grain in the elevator bin is subject to assessment for taxes. The company named had 10,000 bushels of grain in its Lincoln warehouse which was not returned by the company, and the assessor arbitrarily added its value stock, surplus, profits and an itemized statement of its tangible property.

In this action he was sustained by the District Court, whose decision was reversed by the Supreme Court last year. The Lincoln assessor thereupon requested the county attorney to file a motion for rehearing, which was granted. The court has now vacated the former opinion.

Under the former decision, the elevator companies of the state were to be assessed on their average capital invested. The secretary of the state board gave the assessors the rule to divide the total capital invested by the grain companies by 24, assuming that the same capital can be turned twenty-four times in the buying season. Assessor Milled paid no attention to the decision of the court nor to the rule of the secretary. After he had secured the rehearing he went on the theory that the former decision would be

vacated, and assessed the elevator companies of Lancaster County for the average capital and also for the amount of grain on hand April 1.

This decision of the Supreme Court will necessitate a change in every schedule in the state where grain dealers are located.

THE EXCHANGES

The Buffalo Corn Exchange has published a pocket-size booklet giving the rules and regulations governing the grain trade of the exchange.

George J. Zimmerman has been appointed supervisor of weighing and grain inspection of the Milwaukee Chamber of Commerce, to succeed J. M. Relebs, resigned.

It is announced that there is a strong sentiment on the part of the grain section of the Louisville Board of Trade in favor of adopting the Uniform Grades Congress' rules governing the grading of grain.

An amendment to the rules of the Chicago Board of Trade has been posted, providing for a special assessment of \$25 per capita for five years, beginning with 1907, for the retirement of memberships.

John G. McHugh, who was appointed to succeed Louis T. Jamme as secretary of the Minneapolis Chamber of Commerce, assumed the duties of his new position on August 1 and now has its affairs well in hand.

RECOMMENDATION AS TO SAMPLING.

The members of the grain committee of the Chicago Board of Trade have submitted the following report to the directors:

"Your grain committee recommends that application be made to the railway and warehouse commissioners of Illinois to have the inspection department furnish, in addition to the regular inspection certificate, a correctly drawn sample of the grain in each car inspected, the sample being identical with the one by which the grain is inspected, and that it shall make for this service a charge of 15c per car, the same as now is made by the receivers' agents on the majority of the railroads, and that the inspection department shall also furnish with these samples the railroad notice, as is now done by the receivers' agents; also, that a duplicate sample of every car of such grain as would be known as 'line' grain, or about which there could be any question as to the grade to which it is entitled, be sent every morning as soon as the grain is inspected to the office of the chief inspector, there to be carefully examined by the supervising inspector, the grade corrected, if incorrectly inspected, and the receiver notified on change at once whenever a change in grading is made."

NEW EXCHANGE AT FORT WORTH.

The new exchange at Fort Worth, Texas, known as the Fort Worth Grain and Cotton Exchange, is now in working order, occupying quarters on the ground floor of the Wheat Building, with a direct wire from New Orleans.

The charter of the Exchange is drawn up in a manner that is said to be entirely within the requirements of the Mayfield-Jenkins anti-bucket-shop bill, and the operations are to be wholly in compliance with its provisions. As dealing in futures is prohibited under the new law, now in effect, the exchange will simply receive market quotations as a matter of information. In case anyone desires to deal in futures, he must use public wires and send his orders outside of the state.

The directors of the Exchange are G. C. Mountcastle, F. C. P. Bath, E. G. Rall, F. M. Rogers and T. G. Moore. A committee on membership has been at work and has been so successful in securing members that the future of the organization is said to be assured.

AN OBJECTIONABLE RULING.

The grain trade has a large interest in the recent ruling of the Interstate Commerce Commission in the "sugar case," that "shipments in transit shall not carry the proportional rates beyond transit points at the time of reshipment, but instead, move as through shipments at the through rates in effect from starting points at the time of the original shipment." The text of the ruling is as follows:

"1. Where a through rate has been formed the rate charged is through rate, and the shipment

will move upon the rate existing at the time it is billed by the initial carrier.

2. A through route is a continuous line of railway formed by an arrangement, expressed or implied, between connecting carriers. It must have a rate for every service it offers, and, as the route is a new unit—one line—its rate for every service is a unit, even though it be divided among the several carriers arranging themselves into the through route.

3. Existence of a through route is to be determined by the incidents and circumstances of the shipment, such as billing, the transfer from one carrier to another, the collection and division of transportation rate to or from junction points or basing points. These incidents named are not to be regarded as exclusive of others which may tend to establish a carrier's course of business with respect to through shipments.

4. Where through billing is given by the originating carrier and is recognized by all connecting carriers to destination there is in existence a through route over which a through rate applies, which through rate is ascertainable from the tariffs of the participating carriers at the date of shipment. When such rate is made up of the sum of the locals, the locals apply as of the date of shipment.

5. Tariffs cannot be given a retroactive effect; they cannot be made to apply to conditions other than those existing upon the date when such tariffs become effective. A combination through rate is as binding, definite and absolute as a joint through rate, and all of the conditions, regulations and privileges obtaining as to any factor in such combination rate for through shipment at the time of initial shipment upon such combination through rate must be adhered to and cannot be varied as to that shipment during the period of such shipment to its final destination. A local or proportional rate "in" cannot be absorbed, diminished or affected by any "out" rate not in effect at the time when the traffic moved upon such local or proportional rate."

The following comment is made by Commissioner Lane:

"There can be but one through rate in effect between any two points at a given time, and this rate may be a joint rate or a combination of rates applicable on through business. Where no joint through rate is in effect a combination through rate over a through route may be made up of any rate applicable on through transportation—the sum of the locals, or a proportionate rate in and a local rate out, or two or more proportionals, or of any other lawfully established rates which may be joined together to make a rate over the through route—but such combination through rate must be treated as a unit from the date of original shipment to the date of arrival at destination, and the rate applied must be the combination of the rates which exist upon the date of the original shipment.

"Tariffs cannot be given a retroactive effect; they cannot be made to apply to conditions other than those existing upon the date when such tariffs became effective. A combination through rate is as binding, definite and absolute as a joint through rate, and all of the conditions, regulations and privileges obtaining as to any factor in such combination through rate for through shipment at the time of initial shipment upon such combination through rate must be adhered to and cannot be varied as to that shipment during the period of transportation of such shipment to its final destination. A local or proportional rate "in" cannot be absorbed, diminished or affected by any "out" rate not in effect at the time when the traffic moved upon such local or proportional rate."

Objections by grain interests to the ruling of the commission to the effect that shipments in transit shall not carry proportional rates beyond transit points at the time of shipment are set forth in a letter from the Chicago Board of Trade to the commission, extracts from which follow:

"Each day's transactions in the markets of the country fix a value to all grain, whether in store or still in the hands of the farmer, and that value, less the cost of transportation from one market to the other, in line toward the consumer, is the same, with very few exceptions. Now, any reductions made in the rate eastward from any given storage point was as to all shipments from places west thereto, storage centers or initial shipping points.

"The grain on hand at the different markets is then kept on a parity as to value, so far as transportation charges are concerned, and also with that still in the hands of the farmer. All markets, then, are accessible to the consumer on an equality, and competition between markets is allowed full swing without assistance or hindrance on the part of railways. Unless this condition is maintained the equation is disturbed, discrimination inevitable, and chaos results.

"This will be the direct result of the commission's ruling if applied to grain in store. Unless grain in store is given the same opportunity to

compete with grain in the hands of the producer or at country elevators there is no incentive for storing grain, as losses will eat up former profits. This, necessarily, must work back on the producer and also affect the consumer. And what advantage is there to the public, who pays the freight, who must stand the loss, or to the carrier, which will suffer from a speculation in rates that will ensue in the adoption of a plan the only effect of which can be that of a hindrance to the trade?

"We cannot refrain from pointing out the disabilities resulting from monopoly in the grain trade under this ruling. Large interests, which by the possession of capital could afford to locate facilities at Chicago, St. Louis and the Missouri River and in addition thereto carry a line of country elevators, would be independent of these effects by shipping from such centers as were advantageously affected by such ruling; whereas, those engaged at one point would, through the loss of this advantage, soon retire from the field, destroying more or less competition.

"There is a co-relation of rates between markets. Destroy that co-relation and those having a monopoly would soon take advantage of it, and prices would be made accordingly. It is only by a free and unrestricted movement, unaided and unhampered by railways, that free competition in the marketing of the commodities of the soil can take place. The conditions are vastly different as between manufactured articles and grain. The grain has a value per pound, as sensitive as the mercury, and a fraction of a cent per bushel frequently represents the profits in its handling. That will be easily wiped out by changes in rates from time to time under the plan which will naturally follow this decision. This game of see-saw in rates of transportation will soon result in a speculation in rates, with all the evils which in the past have attended such a condition of affairs."

CHICAGO CORN EXPOSITION.

The cash prizes for corn exhibits at the Chicago Corn Exposition, October 5-19, 1907, will total \$6,069. The prize list, open to the world, is distributed as follows:

Yellow	\$590
White	590
Any	330
Reid's or Funk's.....	330
Leaming	330
Boone County White.....	330
Silver Mine	330
Yellow Flint	195
White Flint	195
Yellow for Boys.....	419
White for Boys.....	419
Yellow for Women.....	157
White for Women.....	157
Yellow for Farmers' Daughters.....	157
White for Farmers' Daughters.....	157
White Popcorn	31
Red Popcorn	31
Best Display Popcorn.....	70
Two largest ears corn.....	72
Two smallest ears corn.....	72
Freak	52
Early Sweet	60
Late Sweet	60
Display	675

There are 25 lots and from 8 to 15 prizes to each lot, the capital prize being \$675, offered for the best display of corn. In this lot \$250 is the first prize, and is a handsome reward for the man who makes the best display.

Separate cash prizes are offered for fourteen different states, each state to receive a total of \$585. The amount that will be distributed to these states will be \$8,190. By means of these state prizes it will be possible to reward the progressive corn growers in each state. This distribution makes it possible for the big corn states like Iowa, Illinois, Kansas, etc., to capture the most of the money. Michigan growers will receive \$585 and are on par with Iowa. Consequently every corn-growing section has an incentive to compete.

The exhibition of corn will be made in the Coliseum building on Wabash avenue.

The broom corn acreage of central Illinois, of which Arcola is the marketing center, has been increased this season by about 40 per cent. There is a very limited supply of old brush at the present time, and a general demand on the part of the large manufacturers for more Illinois brush and less of the Oklahoma and Southwestern grade of goods. Large shipments of broom corn were made from the Arcola district about the middle of July, the highest price paid being 6½ cents per pound. Western stock is selling from 3 to 5 cents per pound.

COMMISSION

Gardiner B. Van Ness has succeeded the firm of Van Ness Brothers, with offices in the Postal Telegraph building, Chicago.

The little booklet "Grain Speculation Not a Fine Art," by E. W. Wagner of the Chicago Board of Trade, is having a large demand, as its conciseness and clearness commends it to new and old traders.

Edward S. Jones, recently a well known trader on the Chicago Board of Trade, has secured an interest in the Hall-Baker Grain Co. of Kansas City, Mo., and takes care of the speculative accounts for that firm.

Jolley & Blanchard have opened an office in Topeka, Kan., for the purpose of carrying on a general grain brokerage business. E. M. Jolley, the senior member of the firm, was until recently manager of the Missouri Grain Co.

P. A. Stephens, formerly on the Chicago Board of Trade and more recently with the old firm of Brinson-Waggoner Grain Co. of St. Louis, Mo., has gone with the Great Western Cereal Co. and has headquarters in Philadelphia.

On August 1 the name of the corporation Wright, Bogert & Co., grain commission, 306-308 Postal Telegraph building, Chicago, was changed to Bogert, Maltby & Co. No other change was made and business is being continued as usual at the old offices.

The Moses-Dodge Grain Co. has been formed to do a general grain commission business in Kansas City, Mo. O. V. Dodge was recently vice-president of the Kansas City Hay Press Co. and W. A. Moses has been for some time engaged in the grain business in that city.

C. W. Barnes has resigned his position as secretary of the Royce & Coon Grain Co. of Bowling Green, Ohio, to become identified with the Toledo Grain & Commission Co. in the Produce Exchange, Toledo, Ohio. He is succeeded by Dell Noyes, until recently with the Toledo Salvage Co.

The Sterling Elevator Co. is a new firm to engage in the grain business in the Minneapolis Chamber of Commerce. The capital stock is \$200,000, and the officers are D. L. Raymond, John H. Riheldaffer and Edmund Dodge. Mr. Riheldaffer has been for the past ten years with Commons & Co. of Minneapolis.

The firm of Van Ness & Co. was organized on the Chicago Board of Trade July 16 to do a general grain commission business. D. I. Van Ness, the head of the firm, has been in the grain business on the board since 1897. Elmer Rice will represent the firm on the road. Offices are in room 604, Traders building.

The Baldwin-Walker-Tankersley Co. has been organized at Bloomington, Ill., to take over the interests of the well-known grain firms Walker & Seban of Decatur, Tankersley & Co. of Champaign and Baldwin Grain Co. Branch offices will be maintained in Decatur and Champaign. The business of the firm will consist in the purchase of grain in car lots and its disposal in the terminal markets, besides a general brokerage and commission business. The capital stock is \$25,000.

The steamer D. R. Hanna set a new grain cargo record in July when she took a load of 410,000 bushels of flax seed out of Duluth bound for Buffalo. A record was also established in loading, for the Hanna took on her record-breaking cargo in seven hours. The best previous grain cargo record was held by the W. B. Kerr. Early this spring on her first trip the Kerr carried 402,000 bushels of grain.

Not only does the modern grain speculator own and operate his own crop reporter, but he manages very judiciously to be in touch with some member of the Associated Press. The value of such reports may be inferred from that of a certain expert who estimated the Kansas wheat crop at 38 millions, while conservative dealers, resident there, say it is 60 millions, and others 75 million bushels. All these expert (?) reports should be taken with many "grains of allowance," and the more emphatic and radical they are the more they should be distrusted. Illinois is harvesting this year 45 millions of wheat, or six and one-half millions more than the large crop of last year. Not a son-of-a-gun of all the traveling experts have so much as noticed the Illinois crop. They are now working on the oats crop, and may destroy it utterly—in the newspapers; for the out-

side public must be "brought in" to buy, and printer's ink is expected to do it.—Pope & Eckhardt Co., August 1.

MORE ON GOVERNMENT INSPECTION OF GRAIN.

In the course of an address before the Independent Grain Shippers' Convention at Valley City, N. D., recently, Senator Hansbrough quoted at length a letter by Dr. Galloway of the Agricultural Department on the nature and character of the work now being done by the Department in the matter of grain inspection. Before introducing the letter, however, Senator Hansbrough proceeded to explain what Congress has already done in this regard. The attempt to legislate on the subject raised the old conflict between state and federal jurisdictions, but, he said, it is believed there is no longer any question of the right of Congress to pass laws providing for the inspection and grading of interstate shipments of grain. The serious part of the business is in arriving at some accurate method of grading. The old system of hand grading has not proved satisfactory to anyone unless it may be to those who both fix the grade and buy the grain. One man's judgment is just as good as another's under the hand-grading system, and the difficulty is that there has been no method of accurately settling disputes between producers and buyers. The buyer has everything in his favor. He may say that a wagonload or consignment of grain is worth so much to him; that it is damp or shriveled or dirty or all of these, and the seller, generally in need of money, has no option in the matter. He must sell the grain or haul it back home. Now Congress has aimed to make it possible for the producer to have something to say about it. To provide a federal inspector at every point of shipment would necessitate the appointment of an army of men, and even then the inspector could do no more than to give his individual opinion, which the buyer may not accept as being conclusive. It is quite clear that some scientific method of determining grades must be found.

He then goes on to describe the new inspection laboratories and their work, and quotes the letter referred to above upon the same subject, the letter concluding as follows:

"In regard to our future plans, we hope to establish laboratories at three additional points, selecting them for the purpose of enabling us to get the most valuable data. The general course in the handling of samples in these laboratories will be the same as described above. In those which deal principally with wheat, however, some additional questions relating to its flour and bread value need to be determined in order to enable us to obtain data upon which to base definite grades of wheat from the standpoint of its actual flour and bread-making qualities. We believe in doing this that our work will be of much greater value to the wheat-producing interests of the United States than it could possibly be without doing so. Several experts of this Bureau are at work on methods and devices for mechanically measuring the several factors that go to make up the wheat grades. As yet, we are not in a position to describe these devices definitely. We are working on several devices to quickly and accurately determine the dockage in wheat, but a satisfactory apparatus has not yet been developed. We hope, however, to be able to invent something."

"The work on this whole question of grain standardization is progressing satisfactorily, and we hope in the near future to be able to inject into the general question of grain inspection and grades something like definite and scientific methods in such a manner as will result in uniformity of grades and inspection and confidence in the same by both producers and handlers of grain."

Concluding his address Senator Hansbrough in substance expressed his confidence in "the complete success of the grain-grading policy of the Government. He thought it would be necessary to put laboratories at other points. They are not expensive. The wheat buyers themselves will, he thought, put them into their elevators, and they should be under government supervision as far as possible. He predicted that the old hand-grading system is doomed. It would surely be supplanted by this more scientific method."

"He believed that the independent shippers, and especially those who ship in carload lots, would have a great advantage over the line elevators. Any shipper who could keep his grain from being mixed with his neighbor's grain at the local elevators could surely get a Government grade and inspection. This will eventually drive the 'mixers' to the wall. The North Dakota delegation in Congress are fully alive to the situation and will continue to insist upon complete justice to the grain producer."

HAY AND STRAW

And now its hay "artificially dried."

Hay is said to be heavy in the vicinity of Laurel, Mont.

A big yield of hay is expected in Hampshire County, Massachusetts.

According to Prof. McClure and his statistics the demand is for mixed clover hay.

The next meeting place of the National Hay Association will be Columbus, Ohio.

John Shelton, formerly of Montpelier, Ohio, is now in New York City, with the American Hay Co.

The W. L. Holdaway Co. has succeeded W. L. Holdaway in the hay business at Terre Haute, Ind.

Five carloads of hay in C. B. Rohrbaugh's sheds at Denver, Colo., were burned on July 31. Loss, \$5,000.

The cereal mills at Nebraska City have installed an alfalfa meal plant with a capacity of 50 tons per day.

Cyrus H. Bates, a Boston hay dealer, fell from a pile of hay on July 15 and severely injured his left knee.

The Pennsylvania hay sheds are to be enlarged at Baltimore, Md., by the Terminal Warehouse Co., which controls them.

Haying began in the neighborhood of Plainfield, Wis., as early as July 8. The acreage is small but the yield is good.

A bale of hay cut in 1864 by Daniel Corrigan of Clayton, Ill., was exhibited at the National Hay Association convention.

Schmitz & Pollard's hay market at Fresno, Cal., was burned August 1, with 600 tons of hay. The loss approximates \$11,000.

It is said the yield of hay in Franklin County, Pennsylvania, is about the same as last year. Then it was a little short.

A report from Des Moines, Iowa, issued late in July says the hay crop promised to give up nearly a normal yield in that state.

D. B. Staple's hay shed at Stillwater, Minn., was struck by lightning and burned on August 8, causing a loss of \$3,000, partially insured.

According to dispatches from Ridgefield, Conn., there is an early and heavy hay crop with good chances of a second crop in many places.

A report from Devil's Lake, N. D., recently stated there will be a better yield of hay this year than was anticipated. Late rains were of great value.

A report from Steuben County, New York, says hay is one of the best crops. The price of old hay has fallen rapidly, and the market has been slow at \$12.

Various reports come in from Minnesota, as for example: West Concord—"Hay is light;" Sacred Heart—"Tame hay is making one of the heaviest yields ever seen here."

L. M. Cowles of Austinburg, Ohio, is quoted as saying the hay crop is two weeks late, but will prove to be very good. It promises to be 30 percent greater than last year.

Alfalfa growing is becoming one of the best industries of Riverside County, California, where six crops a year can be raised and sold at from \$10 to \$14. About 10,000 acres are being planted.

Articles of incorporation were recently issued the Alfalfa Meal and Milling Co. of Cherokee, Okla., capitalized at \$25,000. The directors are L. E. Stone, C. M. Davis, G. D. Azbill, L. R. Gant and R. B. Stone.

For the purpose of promoting the interests of the National Hay Association the Association of Former Presidents was formed at Niagara Falls, with James W. Sale as president. Thirteen members were enrolled.

About the middle of July the backward weather conditions in Vermont caused the price of hay to rise to the unprecedented price of \$20. It was the last week before cutting. The new crop is reported to be an abundance of fine quality. It is the principal crop of the state.

Having often advised against expending time and money in endeavoring to raise alfalfa in New Hampshire, F. W. Taylor, agriculturist in charge of the state experiment station, now gives out a detailed report in which he says his trials in various methods of growing alfalfa have at last proven successful enough to warrant a recommendation to the farmers. Seed sown between July

20 and August 10 gives the best results if sown in fields inoculated with soil from an old alfalfa field or from a patch of sweet clover.

Some hay in the Yakima district of Washington has been contracted for at \$14 and \$15, which is about \$2 more than last year. The growers lost about two-thirds of their first cut of alfalfa and, as a consequence, the price is held up.

Sworn weighers attached to the Department of Weights of the Baltimore Chamber of Commerce have commenced the weighing of hay in that city, under the direction of Chief Weighmaster J. H. Warren. A fee of 50 cents a car is charged.

M. E. Snyder, residing near Moweaqua, Ill., raises four crops of alfalfa every year, although he has but 11 acres planted. Part of this has been growing for the past four years. By inoculating the ground with soil in which white clover had been growing he found the alfalfa received a good start.

Harry Casaday, secretary and treasurer of the Colorado Alfalfa Milling Co. of Boulder, Colo., is seeking a location for an alfalfa meal plant at Sheridan, Wyo. It is purposed to construct a \$30,000 plant, which will use 10,000 tons of alfalfa each year. The plant will be built providing enough three-year contracts can be secured to insure its success. One company already operates plants at Ordway and Niwot, Colo., with a combined capacity of 150 tons per day.

President Austin, of the National Hay Association, is a native of Afton, N. Y., and has been identified with the hay trade since entering the office of Close & Dillenback in December, 1884. Ten years later he became manager and on January 1, 1900, became Mr. Dillenback's partner. Last year he succeeded to the business. Mr. Austin is a comparatively young man, being but 45 years of age. He helped to organize the New York Hay Exchange and was elected its first president.

The resignation of Charles J. Austin as president of the New York Hay Exchange Association, was received and placed on the table at a special meeting on August 2. He will remain in the executive chair until September 14, however, when an election will be held. The grades committee presented a report adopting unanimously the National Hay Association grades. The report was adopted. Messrs. John E. Murray, A. H. Hanks, W. J. Overocker, Frank Williams and Edward Vreeland were appointed as a committee on nominations.

The receipts of old timothy hay are still light and the demand very active. All arrivals can be readily placed at top prices. New timothy has been arriving very freely the last few days. Quite a number of cars are in poor shape, and we would advise shippers to be very careful in baling and loading new hay, as hot and damaged hay will not make them any money. The better grades of new timothy are still selling at \$15@16, hot and damaged hay at considerable less. Good, fine packing hay can be placed at prices quoted.—Pittsburg Hay Reporter, August 10.

A pyromaniac who specializes on hay sheds is being sought in Chicago, although he was only just released from an insane asylum where he has been confined for several years. He is believed to have started two fires on August 9, both of which were plainly incendiary. T. J. Rawleigh & Co.'s hay sheds at 93-99 South Green street, were partially burned at a loss of \$6,000, and those of the William Wittman Co., 68-72 North Halsted street, were more nearly destroyed, their loss being \$5,000. The pyromaniac for whom the police are searching made a practice of firing hay sheds some years ago.

The National Hay Association filed charges with the Interstate Commerce Commission at Washington, D. C., on July 18, charging that because of excessive freight rates on hay and straw the American market in the East is being sacrificed to foreign producers. The charges are against the Michigan Central Railway and several Eastern roads. The complainant alleges that wrong classification puts an increase of \$1 per ton on shipments between Chicago and New York. The customs duty on hay is \$4 per ton, and it is asserted that the railway rates from the West to the East virtually wipe this out so far as the Canadian producer is concerned.

Reports from different sections of this province and eastern Ontario state that the crop has shown considerable improvement during the past two weeks, but that at the best it will fall below a good average yield. The trade here is dull at the moment, and prices are in buyers' favor. A few loads of new loose hay have been brought in from nearby points. Car lots of baled hay have sold at \$14 for ordinary No. 2; but good No. 1 have sold in car lots at \$15 on track here. The foreign market is unchanged, on either side of the Atlantic. A few lots by barge continue to go forward to New York in bond, where it has the chance

of being sold in the local market there or sent on to Cuba. It is now generally admitted that the amount of old hay left over in farmers' hands, is very small—smaller, in fact, than for years past.—Montreal Trade Bulletin.

The unsettled weather of the past few days, with showers and thunderstorms, has militated against the housing of the numerous fields that have been cut and ready for gathering, and already farmers are complaining of the prospects of poor quality hay, says the last Montreal Trade Bulletin. There will be a great shortage of clover in this province, and the timothy will be a light yield and considerably below a good average, if the many reports received within the past few days can be relied upon. In the Ottawa Valley, according to the statement of farmers there, the crop will again fall far short of an average one, and those growers who have stock left over from last year will not sell, as they say they will all be required along with the new cut for their own use during the coming season.

Freeman Bros. & Co. of Chicago report August 12: Timothy: Arrivals light on all kinds and grades of timothy. Stocks that were in the outside yards have come in and been worked off. There is very little timothy arriving or being offered. We encourage shipments, for now is a time that you can get a high price for hay. Later on the market will be well supplied, for the crop this year has been a bountiful one and present prices will induce free shipment. The premium on old hay will fall off in a short time. In the meantime, however, a high price can be gotten. New hay arrivals continue light and will until thoroughly cured hay out of the stack or mow is obtainable. A better demand than the present could not be had or a better time selected to get shipments in, and trust you will not delay. Prairie: Demand good for choice new hay, of which the bulk of receipts consist. Demand for old is falling away, as might be expected with the new coming in in good condition. New hay is coming in almost wholly from Indian Territory, Kansas, and a little from Arkansas. Other sections so far have done no shipping. Poor hay is a drug on the market and cannot be sold at satisfactory prices. By this we mean old, stained and off-grade goods. We believe the present market will continue unchanged for some time and think it is to your interest to hurry some shipments to market. Wherever possible route via St. Paul, Northwestern, Rock Island or C. B. & Q., as these are the best team tracks to handle hay from. Straw: In good request, with market practically bare. Demand urgent and prices high. We look for new straw to begin to arrive in a short time and urge you while the market is yet strong and high to get some shipments here. All grades are wanted and the highest prices of the year are prevailing.

THE SHAWNEE ALFALFA CLUB.

At regular intervals there are held meetings at Topeka, Kan., of an organization of men whose purpose it is to discuss alfalfa, its qualities—good and bad—and to encourage its growth in Shawnee County. The Shawnee Alfalfa Club is presided over by Bradford Miller and is composed of a large number of prominent agriculturists, who raise alfalfa or study its growth. President Miller informs the "American Elevator and Grain Trade" that besides the above named objects the club is endeavoring to improve the methods of preparing the ground as well as to agree upon the most suitable time for sowing the seed and the subsequent care of both the seed and the soil, together with the treatment of the crop after it is grown.

"With 7,000 acres of alfalfa already sown," says Mr. Miller, "and producing a paying crop, which is continually increasing the fertility of the ground, we desire to increase its acreage and thereby contribute to the general good of our people. The next meeting takes place on August 31 at the Commercial Club, Topeka, Kan."

NEW YORK HAY MEN HAVE OUTING.

On July 27 the hay men of Greater New York held their ninety-seventh annual outing and dinner at the old Indian settlement on Staten Island. There was something doing every minute from the time Harry C. Arthur became "Boss," Paul J. Franghiadi "Scribe" and E. B. Dusenberry "Receiver of the Coin." Of course, the usual program of races was carried out, and the chase after the greased pig was fully as exciting as ever, and the soaped pole held out its allurements.

In the afternoon a select team of ball tossers—weighing in at 250 pounds or over—lined up against a nine of lesser proportions and battled for the prize of a brindle cow. It was hard work for the players and hard work for those on the side lines who nearly died laughing, so all were quick to answer the call of the supper bell.

In the evening there was dancing on the village green and also a musical program in which

several choice vocal selections were rendered. When at last the curfew rang it was with deep regret the haying party departed from the scene of such glorious merrymaking.

SEVENTH ANNUAL CONVENTION OF THE MICHIGAN HAY DEALERS' ASSOCIATION.

Following close on the heels of the national meeting occurred the seventh annual convention of the Michigan Hay Dealers' Association at Saginaw, Mich., on August 7 and 8. Shippers of the state and buyers from various parts of the country to the number of 150 were present, and the event proved to be by far the most successful ever held. Though the Hotel Vincent was made official headquarters, the meetings were held in the Germania Temple of Music, where various exhibits were also arranged.

During the forenoon the hay dealers were received by a committee comprised of Henry W. Carr, H. L. Rutherford and J. M. Kulp, and were each supplied with association badges. Incidentally, a bright red shipping tag bearing the inscription, "I am _____. Who are you?" was tied on, and it wasn't long before everybody knew everybody else.

President B. F. Warner of Paw Paw called the convention to order at 1:30 o'clock on Wednesday afternoon. The invocation by Rev. J. Murray Taylor was followed with an address of welcome by Hon. W. S. Linton, president of the Board of Trade, who also delivered over the keys of the city in the absence of Mayor Baum. A pleasing response to Mr. Linton's remarks were made by F. E. Leigh-ton of Jackson.

In the president's annual address some interesting features were presented, among which was the fact that Michigan's hay crop in 1906 was valued at \$34,000,000. He dwelt upon the subject of membership and set forth that, of the 600 or more shippers in the state, less than one-fourth were members of the association.

The following committees were appointed by the president:

Nominations—C. E. Noyes, Jackson; James Kerr, Melvin; Albert Todd, Owosso; H. Halbriggs, Palmyra; Charles Wolahan, Birch Run.

Resolutions—J. A. Heath, Lennox; J. H. Lewis, Mount Morris; Horace Johnson, Merrill; W. C. Vleit, Alma; W. T. Hulcher, Battle Creek.

Place of Meeting—W. H. Meacham, Holly; George W. Bristol, Flint; Henry Ruttle, Carsonville; Ira Killam, Applegate; H. E. Chatterton, Mount Pleasant.

Prof. C. D. Smith, director of the Michigan Agricultural College at Lansing, presented a paper on "What Is Hay?" at the close of which he received a rising vote of thanks. The agriculturist illustrated his paper with various samples of hay and injurious weeds. At the conclusion of the paper George C. Warren of Saginaw suggested a committee be appointed to see that some of the points offered by Prof. Smith be given more consideration by members of the association. The committee named were Messrs. George C. Warren, Saginaw; C. E. Noyes, Jackson, and George F. Dimond, Mayville.

An interesting description of "Ohio and Her Crops" was given by W. T. Hulscher of Fostoria, Ohio. After discussing hay, corn, oats, etc., he mentioned the many hay presses in operation, and called on H. W. Morgan of Pittsburgh for information as to the result of such probable large shipments of hay. Brief remarks were also made by W. C. Bloomingdale of New York city, H. M. Straus of Cleveland and others. A number of telegrams were read by Secretary E. C. Forrest from Charles J. Austin, P. E. Goodrich and other well-known hay men, regretting they could not be present.

Thursday's session began at 9 o'clock and included an address, "Michigan and Her Crops," by George C. Warren, Saginaw; report of the committee on arbitration and investigation, by George F. Dimond of Mayville; the secretary-treasurer's report; report of special crop committee, by H. H. Driggs of Palmyra; paper, "What Is the Most Effective Method of Obtaining Cars in Time of Scarcity?" by D. Mansfield of Remus; paper, "Are Contracts with Farmers Lived Up to and Is It Advisable to Make Same?" by T. S. Lockwood of Portland; paper, "Track Selling vs. Shipping Direct to Distant Markets," by C. M. Pierce, Vassar; paper, "Short Weights," by A. H. Northway, Owosso.

Following this well-constructed program a short business session was held, and the various committees reported. The nomination committee selected the following officers, who were unanimously elected:

President, W. H. Meacham, Holly; vice-president, James Kerr, Melvin; secretary-treasurer, E. C. Forrest, Saginaw.

A board of directors will be appointed, and, with the above officers, constitute the executive board.

The committee on resolutions offered its report

in the following words, which also was unanimously adopted:

"Whereas, The Michigan legislature at its last session authorized the appointment of a railroad commission, whose duties shall be the placing of business relating to the railroads of Michigan, so far as the public is concerned, on a more equitable and just basis.

"Resolved, That we authorize our president and secretary to work with this commission to the end that our members may have more just and equitable treatment at the hands of the transportation companies. Be it further

"Resolved, That the thanks of our association be extended to Rev. J. Murray Taylor and Hon. W. S. Linton for their addresses, the Saginaw Milling Co. and A. T. Ferrell for our splendid entertainment and the princely manner in which our members have been treated during the time which this convention has been in session. We also wish to thank the Saginaw press and the management of the Hotel Vincent for their efforts in making this meeting a success. Be it further

"Resolved, That we appreciate the efforts of our president, B. R. Warner, for the success of our association during the past year, and we also desire to especially mention the manner in which our secretary, E. C. Forrest, has conducted the affairs of this association as its secretary-treasurer. We feel that much of the success of this meeting is due to the untiring efforts made by Mr. Forrest, and the Saginaw meeting will always remain in the minds of the members as a milestone in the history of our association. Be it further

"Resolved, That the labors of our association during this session have been made doubly interesting, and a work has been started that will prove of lasting benefit, not only to the members of this association, but the growers of hay throughout the state, and to the receiving markets, through the comprehensive and complete address made by Prof. C. D. Smith of the Agricultural College, and the thanks of this association are hereby extended to Prof. Smith for his labors in our behalf."

And, last but not least, the committee on place announced it had decided on Detroit as a suitable place for the next convention.

Several new members were received.

A balance in the treasury of nearly \$400.

It was the general consensus of opinion that Michigan would have an excellent hay crop.

On Wednesday night the visitors went to River-side Park on special trolley cars and attended the Casino.

D. Mansfield of Remus, T. S. Lockwood of Portland, A. H. Northway of Owosso and C. M. Pierce of Vassar gave entertaining talks.

ADVANCES ON CONSIGNMENTS.

We have again had an inquiry regarding the above subject, although we have answered the same question before. We are asked if upon drawing one-half or two-thirds value upon a consignment of produce the shipper can demand it to be held for a future market. Certainly not when values are declining, for the reason that the consignee who advances the amount has the right to protect himself against any loss arising from a drop in the market. Of course, if the consignee agrees to accept the goods beforehand upon such conditions, that is altogether a different matter; but it is very unlikely that he would advance two-thirds value on a consignment of goods, and then gratify the speculative propensity of the consignor by holding it subject to receiving instructions when to sell. The only protection a commission firm has for advances made is the property advanced upon, and if a declining market sets in it has to use discretion in covering the amount of advances, for as a rule, if commission men do not realize the amount advanced against goods held on commission, they are not only very often the losers of the deficit on account sales, but they lose the trade of the consignor as well.—Montreal Trade Bulletin.

The feature to-day was the decline of 3½ cents in September wheat. This was provoked by a panic in stocks in New York, accelerated by the telegraphic conditions, hastened by arrival of 445 cars here, and aggravated by September liquidation. Sort of a sad sobering up from the frenzied intoxication of May and June last. The green bugs misled the greener buyers at a time when we said in these letters: "Strange, but true, that many men would rather follow the pessimistic predictions of any venal vagabond than the record of Mother Nature, though fed by her bounty from the cradle to the grave."—Pope & Eckhardt Co., Aug. 13.

COURT DECISIONS

[Prepared especially for the "American Elevator and Grain Trade" by J. L. Rosenberger, LL. B., of the Chicago Bar.]

Points for Determining State or Interstate Character of Shipment.

On December 23, 1901, the Hardin Grain Company, at Kansas City, offered to sell Saylor & Burnett, at Goldwaite, Texas, No 2 mixed corn at 86½ cents per bushel for delivery on railway track at Goldwaite, and this offer was accepted for two carloads of corn. The Hardin Grain Company did not at that time have the corn, but on December 24, 1901, to fill the order, it contracted with the Harroun Commission Company of Kansas City for the purchase—two 66,000-pound cars of No 2 mixed corn at 75½ cents per bushel, to be delivered at Texarkana, Texas, to the Hardin Grain Company. Previously to this the Harroun Commission Company had contracted for the purchase of two cars or corn to be delivered to it at Texarkana, Texas, and with these two cars it expected to and did fill the order of the Hardin Grain Company. These cars had originated in Hudson, S. D. By the terms of the original bills of lading the corn was consigned to "Forrester Bros., Texarkana, Texas." At Kansas City the corn was unloaded, sacked, and transferred; and the Kansas City Southern Railway Company issued bills of lading reciting that the corn was received of Forrester Bros. and consigned as follows: "Shipper's order, notify Harroun Commission Company, Texarkana, Texas." Under the agreement between the two companies (Hardin and Harroun), one F. L. Atkins, who was the agent of the Harroun Commission Company, stationed at Texarkana, reshipped the corn at Texarkana for the Hardin Grain Company.

The corn was carried from Texarkana, Texas, to Goldthwaite, Texas, upon a bill of lading which, upon its face, showed only a local transportation. To escape a penalty under the state law for extortion in charges, the railway company contended that this local transportation was a continuation of a shipment from Hudson, S. D., to Texarkana, Texas. Thus the question was raised as to whether, as between Texarkana and Goldthwaite, this was an interstate shipment. The Supreme Court of the United States holds (Gulf, Colorado & Santa Fe Railway Company vs. State of Texas, 27 Supreme Court Reporter, 360) that it was not an interstate shipment.

The court says, among other things, that it is undoubtedly true that the character of a shipment, whether local or interstate, is not changed by a transfer of title during the transportation. But whether it be one or the other may depend on the contract of shipment. The rights and obligations of carriers and shippers are reciprocal.

The first contract of shipment in this case was from Hudson to Texarkana. During that transportation a contract was made at Kansas City for the sale of the corn, but that did not affect the character of the shipment from Hudson to Texarkana. It was an interstate shipment after the contract of sale as well as before. In other words, the transportation, which was contracted for and which was not changed by any act of the parties, was transportation of the corn from Hudson to Texarkana; that is, an interstate shipment. The control over goods in process of transportation, which may be repeatedly changed by sales, is one thing; the transportation is another thing, and follows the contract of shipment until that is changed by the agreement of owner and carrier.

Neither the Harroun nor the Hardin Company changed or offered to change the contract of shipment or the place of delivery. The Hardin Company accepted the contract of shipment theretofore made, and purchased the corn to be delivered at Texarkana,—that is, on the completion of the existing contract. When the Hardin Company accepted the corn at Texarkana the transportation contracted for ended. The carrier was under no obligations to carry it further. It transferred the corn in obedience to the demands of the owner to the Texas & Pacific Railway Company, to be delivered by it under its contract with such owner. Whatever obligations may rest upon the carrier at the terminus of its transportation to deliver to some further carrier in obedience to the instructions of the owner, it is acting not as carrier but simply as a forwarder. No new arrangement having been made for transportation, the corn was delivered to the Hardin Company at Texarkana. Whatever may have been the thought or purpose of the Hardin Company in respect to the further disposition of the corn was a matter immaterial so far as the completed transportation was concerned.

In this respect there is no difference between an interstate passenger and an interstate transportation. If Hardin, for instance, had purchased at Hudson a ticket for interstate carriage to Texarkana, intending all the while after he reached Texarkana to go on to Goldthwaite, he would not be entitled, on his arrival at Texarkana, to a new ticket from Texarkana to Goldthwaite at the proportionate fraction of the rate prescribed by the Interstate Commerce Commission for carriage from Hudson to Goldthwaite. The one contract of the railroad companies having been finished, he must make a new contract for his carriage to Goldthwaite, and that would be subject to the law of the state within which that carriage was to be made.

In many cases it would work the grossest injustice to a carrier if it could not rely on the contract of shipment it has made, know whether it was bound to obey the state or Federal law, or, obeying the former, find itself mulcted in penalties for not obeying the law of the other jurisdiction, simply because the shipper intended a transportation beyond that specified in the contract. It must be remembered that there is no presumption that a transportation when commenced is to be continued beyond the state limits; and the carrier ought to be able to depend upon the contract which it has made, and must conform to the liability imposed by that contract.

AN ARBITRATION.

The Union Grain and Hay Co. of Cincinnati, Ohio, vs. Dan Joseph Company of Columbus, Ga.—Before the Arbitration Committee of the Grain Dealers' National Association:

This is a case wherein the Union Grain and Hay Company of Cincinnati, Ohio, seek to recover from the Dan Joseph Company of Columbus, Ga., the sum of \$532 for alleged loss sustained by reason of failure to observe certain contracts made during the month of August, 1904. The papers in the case are quite voluminous and complete and all correspondence, both letters and telegrams, have been duly filed with the committee.

It seems, during the month of August, 1904, the Dan Joseph Company purchased from the Union Grain and Hay Company several cars of oats on Cincinnati weight and inspection, also two cars of No. 2 red wheat on Cincinnati weight and inspection. There is no dispute, so far as we have been able to observe, as to the terms of the contract. Confirmations were exchanged in which it was explicitly stated that the grain was bought on the terms above stated.

The evidence shows the grain was shipped; and when it commenced to arrive in Columbus the defendant wired the plaintiff that the oats were badly mixed with barley; that they "could not use," etc. There is no evidence of inspection certificates having been furnished with the invoice, although the plaintiff contends the same were forwarded, as is usual, with the other papers. After the oats arrived and the defendant had objected to them on account of the grade, numerous telegrams and letters passed back and forth concerning the oats; and on August 22, 1904, W. W. Granger, manager for the plaintiff, wrote a letter to the defendant in which he made use of the following language:

"We shipped these oats to you in good faith and complied with our part of the agreement by furnishing you with an official inspection certificate in each case. That being so, we cannot believe that you would wilfully lay down on your part of the contract by refusing the stuff at a great expense to ourselves. Not only that, but because a few cars of your oats might have contained a little barley, that is no reason that all of our shipments should be condemned. We are very much worried over your action in this matter, as we have been selling worlds of oats for the last month and could have let these cars run to others who would have been glad to accept them beyond any doubt whatever of a dispute. If you remember, we telegraphed or wrote you last week, telling you if there was any doubt about your accepting officially inspected stuff that we were forwarding to you, we would be perfectly willing to cancel the balance of your order, as we did not want to take any chances. When working on less than ½ cent per bushel profit, as in your case, gentlemen, you, of course, understand that we cannot afford to take chances. We hardly know what to say to you as regards these four cars which you have refused. According to our contract, we could compel you to take them, but we do not propose to use force. If you do not want to accept them on contract after we have lived up to our part of the agreement, by furnishing you official inspection certificates, as stated, we are not going to insist upon your doing it, but are going to throw ourselves on your mercy and trust to your honor to treat us right."

Again, on August 24, 1904, we find the plaintiff sent the following telegram to the defendant:

"Can't locate clutching cottage (referring to the number of a car). This is surely unfortunate transaction. We return drafts to Columbus. Please pay as cars arrive and found all right; others accept at reasonable discount, and we will protect you. Trust to your friendship and honor, etc."

Again, on August 24, 1904, we find a letter written by the plaintiff to the defendant, from which we take the following extracts:

"We note exchange of the many telegrams between us to-day. We could be telegraphing back and forth forever without satisfaction either to you or ourselves if we so desired, simply because you have your idea of the transaction and we have ours. As the oats have been shipped, however, and it is too late to recall them, we have decided to submit to your demands by permitting you to accept them on your own judgment, trusting entirely to your honor that we be treated fairly. There is nothing else we can do. If we were to go to law in the matter, there is no question but that you would be in duty bound to accept these oats without causing us one cent of expense, but as we wrote you Monday, we do not propose to let that feeling exist. We, therefore, just wired you asking that you pay our drafts as the goods arrive and are found to be all right. We know that all shipments to Eufaula, Columbia, and many to Columbus, did not contain a grain of barley. Under the circumstances, we suppose these oats will be accepted as per contract and our drafts paid in full.

"Should you be in doubt as to our protecting you, if you act honorably with us, by taking these oats, please advise and we will furnish you security of some kind, if you so desire. We want to say to you, however, that we would not take the liberty of saying that we would protect you if we did not intend to do so. These oats that you do not feel disposed to accept on contract, for reason of a mixture, as you may claim, we will kindly ask that you get us out with as light discount as possible. If you personally saw the oats, you are in position to know that they are strictly nice, and if in your estimation they are not No. 2 in quality, they surely are worth as much from a financial standpoint, as they are as sweet as a nut and as sound as a dollar.

"We are putting ourselves in your hands and trust to you for fair treatment. Please advise us from day to day as cars arrive, whether or not they are accepted on contract at contract price, and if not advise us what discount is made on each car.

"As regards Mr. Bradley's demand of 2½ cents per bushel on the five cars paid for, we will say that we think you will agree with us that this is too much; and we hope under the circumstances you will use your extreme efforts in trying to get a better settlement out of him, so long as we have consented to protect you. We surely think that 1 cent reduction on these five cars, considering their true quality, to be very liberal, indeed. Please advise."

Again, on August 25, 1904, we find the plaintiff wrote to the defendant a letter, from which we extract the following:

"The superintendent of our Elevator "A" just sent us the official sample of car of oats, No. 1087, L. & N., which went forward to you at Eufaula on your order. We sent you a portion of it by this mail. We know you will acknowledge they are not only No. 2 mixed, but they are such as would grade Choice No. 2 mixed oats in any market. We do not think there is a question about your accepting such oats as these on your contract, and you will find very many of the oats we shipped you to be just as good, especially the oats that went to Eufaula and Columbia. Now, gentlemen, we are trusting to you to help us out of this unfortunate transaction by leaving this inspection entirely to you. Under the circumstances, we hope you will be able to dispose of those few cars that should not be accepted at contract price, so as to let us out with as little reduction as possible. As we are trusting you, we hope you will not feel disposed to mistrust us, when we tell you that we will protect you, by paying any reasonable deduction you are compelled to make on any of our shipments, and, that being the case, we trust you will protect our drafts as they are presented, and report to us each day as to what cars have arrived, and whether they are up to contract in your estimation or not, and if not, at what discount you propose to accept them, which action on your part will be highly appreciated."

We also find, on August 27, 1904, the plaintiff mailed to the defendant a draft for \$153.10 in settlement of an allowance of 2½ cents per bushel on six cars of oats which were sold to the firm

of W. C. Bradley & Co. From the letter of above date we extract the following:

"This is surely hard on us, but we promised you we would protect you, and we propose to do so in order to get matters cleaned up. We note that you say on the balance of his contract Mr. Bradley says he would not accept 3½ cents per bushel. Please let us know what you mean by this, as we cannot allow him any 3½ cents per bushel on such oats as we shipped, and if you are owing him any more oats for our account, we will kindly ask that you let us know how many you are still owing him and we will ship them direct from here. You then can dispose of the oats originally intended for him for our account, which we believe you can do at ½ cent or 1 cent per bushel less than the original price, as they are surely good oats, even though they do contain a few foreign grains."

"Please watch our interests closely, gentlemen. We are acting honorably with you and we only ask the same treatment in return."

"Hoping you will kindly advise us daily as to the disposition you are making of the property and trusting you will find that all cars in transit will meet with your approval on arrival, so that there will be no discount made, we are," etc.

All the above correspondence relates to the shipment of oats; from which it is clearly shown that the plaintiff waived all rights under the terms of the original contract and virtually changed the terms of the contract from Cincinnati weight and inspection to the inspection of the defendant. We furthermore find a telegram bearing date of August 29, 1904, in which the defendant advises the plaintiff that a car of wheat had arrived and defendant had made three tests, of which the best test was 55½ pounds, "very trashy; do not understand Inspector Chisman passing car as No. 2 red wheat. Will not accept. Advise. Bought No. 2 red wheat, want No. 2 red wheat."

Following this telegram we find another bearing the same date from the defendant to plaintiff, which reads as follows:

"Wheat originally sold Empire Mills. Have instructed running over separator cleaning. Will settle on this basis only. Express you sample. Surprised at Chisman inspection. Will see you personally next few weeks with sample drawn by disinterested party."

To which answer was made by the plaintiff:

"All right; many thanks. We are heartily sick. Written."

Again on September 2, 1904, we find the defendant wrote to the plaintiff concerning the second car of wheat, as follows:

"Second car wheat arrived L. & N. 9423. Found same to be in exactly same condition as previous car; and I have instructed Empire Mills to handle same for account, running same over separator and putting in bill for actual loss. At present writing nothing from you on sample sent."

In answer to this letter we find one from the plaintiff to the defendant under date of September 5, 1904, as follows:

"Your valued favor of the 2d received and noted. We are sorry to receive the news you give us on car of wheat No. 9423 L. & N., and sincerely trust that the loss sustained from the Empire Mills running it over will not be severe. We hope you will watch our interest closely, as our experience in Columbus thus far has been very disastrous, indeed."

"As regards the sample of wheat you ask about we will say that it did not reach us until this morning, it having been forwarded from St. Louis. To-day being a holiday, and there being no session of our Chamber of Commerce, we are unable to show it to Mr. Chisman, the inspector, at this time. We, however, will take it on 'Change tomorrow and show it to him, with view of seeing what he has to say about it. We cannot think that the two cars of wheat we shipped you would run entirely like this sample, and are inclined to think it was not drawn from the car as an entirety. It may be that a little such wheat got into the car, but our superintendent surely would notice it had it all run like this sample, and not only that, we don't think that the inspector would have termed it No. 2, as he did. There is a mistake somewhere. However, we will take the matter up with Mr. Chisman to-morrow, as stated, and will again let you hear from us upon the subject. In the meantime, we trust you will turn over to the Empire Mills the car, with the understanding that they are to let us out as easy as possible."

It seems that on September 7, 1904, the defendant made claim and drew draft against the plaintiff for \$78.65, this being the discount on the two cars of wheat at 5 cents per bushel on account of failure to grade.

Again, on September 9, 1904, the defendant made claim against the plaintiff for \$21.73, being loss in weight on the two cars of wheat run through the Empire Mills, in accordance with the foregoing letters and telegrams.

We find on September 12, 1904, the plaintiff remitted to the defendant a draft for \$229.64 in payment of claims on nine cars of oats, as evidenced by the following letter:

"Since writing you to-day we have yours of the 9th, covering a bill for difference in grade on nine cars of oats, amounting to \$229.64. While we consider this charge exorbitant, yet we are sick and tired of the transaction, and will therefore mail you a voucher for it to-morrow, in order to get the matter fixed up and out of the way."

"The writer expects to leave here the last of the week for a three weeks' vacation, which he thinks he needs very badly, especially after the experience he has had with our recent shipment to you. We hope now that everything is about squared, and that our road will not be so rocky to travel hereafter. G."

Again, we find the following letter from the plaintiff to the defendant:

"Yours 14th received and noted. As I am very anxious to get the controversies settled between you and myself before my departure for a short vacation to-morrow, I would suggest that you make draft on us for the 5 cents reduction made to the Empire Mills, and also \$21.73 to cover shortage in weights as explained by you. Attach to the draft a receipt in full settlement of all demands on the wheat transaction, and the same will be paid upon presentation. I don't feel that it is right for us to have to pay such an exorbitant charge, but I am sick and tired of the deal, and in order to get it cleaned up and out of the way, I submit to your demands, and have ordered the draft paid upon the above conditions."

I am sorry I shall not be in the city when Mr. Joseph expects to visit Cincinnati next week, as I should have liked very much indeed to have met him personally. I trust, however, that my absence will not interfere with him calling at our office and meeting my assistants. G."

It is shown from the above that all claims of defendant against the plaintiff, on the transactions involved in this case, had been fully paid and satisfied; but almost a year afterwards the question was raised whether or not it was right for the plaintiff to settle as they did, and it was finally left to the Committee on Arbitration of the Grain Dealers' National Association to review the case and decide whether or not the plaintiff had a just cause against the defendant in asking for refund of the amount paid on claims filed.

After carefully considering all the evidence submitted to us, it is clearly proven to this Committee, beyond controversy, that the plaintiffs waived their rights when they did not resolutely stand on the Cincinnati inspection and demand settlement in accordance therewith. There is no question but that under the terms of the original contract they could have demanded that the grain be accepted under the certificates furnished. Had the defendant then refused to accept the grain, the plaintiff could have ordered it sold for account of whom it may concern, and could have enforced collection from the defendant for the amount of difference between the price at which it was originally sold and what it finally brought. However, it appears the plaintiffs did not take this position, but by all their telegrams and letters changed the material points in the case by agreeing to let the defendant dispose of the grain to the best advantage for their account and they would settle the difference.

In all the correspondence there is nothing to show to this committee that the defendant did not use due diligence in disposing of this grain to the best advantage, nor that the claims which said defendant presented to plaintiff were not based on actual, bona fide transactions in the disposal of the grain that was in their hands to sell for the plaintiff.

In view of these facts, it is, therefore, the judgment of this committee that the plaintiffs have no ground for action against the defendant, and we must decline to make any award in this case. We would suggest, however, that both plaintiff and defendant share equally in the cost of this arbitration.

Respectfully submitted,
WARREN T. McCRAY,
ADOLPH GERSTENBERG,
C. B. JENKINS.

Warehouse storage rates in eastern Washington have been advanced 50 per cent, "owing to higher wages." When the county attorney of Walla Walla was appealed to "to break the combine," he informed the farmers that there was nothing in the state laws which would cover the question and that the Sherman anti-trust law was their only recourse. Those present when the opinion was made expressed their determination to keep their wheat on platforms built for the purpose rather than submit to the extra charge.

IN THE COURTS

The Geary (Okla.) Mill & Elevator Co. appears to be badly involved in the bankruptcy court. Creditors, it is reported, have been asked to settle on a 50 per cent. basis.

A verdict in favor of the plaintiff has been given in the case of the Nye-Schneider-Fowler Co. vs. the Missouri Pacific R. R. Co. for \$1,446, elevation charges due them through their terminal elevator at Omaha. The case will be carried to the Supreme Court.

Ray Umstad vs. the Colgate Farmers' Elevator Co. is the title of a suit which has been on trial before the District Court at Fargo, N. D. Umstad is trying to collect \$7,500 damages, alleging one of his limbs was injured by a car mover owned by the elevator company.

McCarty Bros. of Minneapolis have brought an attachment suit against the McLean County Elevator Co. at Washburn, N. D. (P. J. Hester and James F. Wiltse), to recover \$13,942.19. All the property of the defendants has been attached and some mortgages foreclosed.

Judgment for \$1,200 was given E. R. Ulrich & Son against the Elevator Milling Co. at Springfield, Ill., in the suit for the difference in contract price and market price on 20,000 bushels of corn, which, it was alleged, had been contracted for, but which shipment was refused by the milling company.

H. E. Fonda & Bros. of Genoa, Neb., have complained to the railway commission that the Union Pacific is trying to force their elevator off the right-of-way. The elevator people say they have operated an elevator there for ten years, making five-year leases, but now the railroad refuses to renew the lease expiring this month.

After years of litigation the National Bank of Commerce at St. Louis, Mo., has paid over to the holders of certificates of deposit the \$35,000 deposited with it four years since by the C. H. Ahlers Commission Co. as margins on grain speculations. It will be remembered the commission company refused to indorse the certificates on the ground that there had been an attempt made to corner wheat.

Gilbert J. Harris, a grain dealer of Uniontown, Ky., was a voluntary petitioner in bankruptcy on August 5, presenting liabilities of \$65,475.73 and assets of \$35,830. The largest creditor appears to be the City National Bank of Evansville, Ind., whom Harris owes \$46,532. The security is by mortgage on Indiana realty. It is said Harris never kept books in his business, but trusted entirely to his memory, though he was dealing in thousands.

J. M. Mullin & Son, grain dealers at Seymour, Ill., recently filed a petition in bankruptcy, placing their liabilities at \$5,026 and their assets at \$3,800. The firm is composed of J. M. Mullin of Urbana and Charles Mullin of Seymour, brothers, who did business under the firm name in use before their father's death. The elevator was sold recently to William Murray, and close on the heels of the transfer came the bankruptcy proceedings. It is intimated that the Mullins plunged in grain and that this is responsible for their undoing.

A peculiar suit has been started by the Farmers' Grain Co. of New Richmond, Wis., which is owned and operated by R. H. Williams and B. Greeley, against Thomas Meath of Cylon. Mr. Meath is employed as grain buyer at Cylon for the New Richmond Roller Mills. It is alleged he has been circulating a report to the effect that Mr. Mosher and the New Richmond Roller Mills Co. furnished the Farmers' Grain Co. with money to build its new elevator. As it is declared this was done with the intention of injuring the latter's business, Messrs. Williams and Greeley are suing for \$3,000.

An opinion just handed down by Presiding Justice Fuller of the Supreme Court of South Dakota is of unusual interest to elevator men, as it deals with the thrasher's lien, which, the court holds, is good for ten days after thrashing. The case was that of W. J. Hahn vs. the Sleepy Eye Milling Co., Western Elevator Co., G. W. Van Dusen Co. and Wahleter Elevator Co. In this case it appears the grain had been bought as soon as thrashed, and Hahn, the thrasher, claimed payment for his thrashing bill from the purchasers. Immediately the case was thrown into court, and the purchasers fought the case on a constitutional ground as well as a technical basis. The thrasher won in the lower court and the decision was affirmed by the Supreme Court. The thrasher's lien law gives a thrasher ten days in which to file his lien, and the court holds that a purchase within the ten days is at

the risk of the purchaser and that the grain is liable for the thrashing fee as well within that ten days as it is after the lien is filed. Perhaps, in the future, when a farmer goes to the elevator to sell his grain he will be obliged to show evidence that the thrashing bill is paid before the grain buyer will dare take the risk of purchasing.

Kerr, Gifford & Co. of Portland, Ore., have commenced suit in the Circuit Court of that state to recover judgment for \$58,804 from the Oregon Railroad and Navigation Co. The Interior Warehouse Co. has also filed suit along the same line, asking a judgment for \$36,000 damages. In both cases the plaintiffs claim damages resulting from the failure of the defendant company to furnish them with cars with reasonable promptness for making large shipments of wheat. Kerr, Gifford & Co. charge that in 1904 the wheat crop in the states east of the Rocky Mountains was practically a failure, with the result that there existed a big demand for the wheat grown in Oregon, Washington and Idaho. It is further alleged that the railroad company represented to plaintiffs its ability to provide all cars and facilities that would be required for making large shipments from this city to the eastern markets. Relying on these assurances, plaintiffs say they made sales to Chicago and other eastern cities aggregating 1,777,000 bushels of wheat of the value of \$1,329,920. An average delay of sixty-eight days, it is claimed, resulted on the part of the railroad company in delivering cars after they had been applied for, whereas fifteen days was a reasonable length of time in which the deliveries should have been made. Because of the inadequacy of the service the plaintiffs seek to recover damages in the various amounts and for the several causes, as follows: Insurance on the wheat shipment during the fifty-three days' delay, \$3,315.77; warehouse charges for the same period, \$4,669.91; telephone and telegraph expenses in communicating with anxious eastern purchasers, \$5,000; extra expense for agents in the eastern cities, \$5,000; expenses of other additional workmen, \$7,000; extra cost for making some shipments in small rather than large cargoes, \$4,267; interest on the value of the shipment, \$11,368.40; damages resulting from depreciation in market price of wheat during the fifty-three days' delay in transit, \$15,250; cost of repairs made by plaintiff company to the dilapidated cars furnished by the defendant company for the shipments, \$2,933.44.

Recently the Missouri Pacific Railroad Co. filed suit in the District Court of Kansas to set aside the order of the railroad commissioners requiring the establishment of freight terminals by all the railroads at Kansas City, Kan. The suit will test the validity of the act of the last legislature authorizing the railroad commission to establish freight terminals wherever they deem it necessary. The terminal bill was passed by the legislature with a view to destroying the interstate character of shipments of grain and live stock to the Kansas City markets and requires on order of the railroad board the roads shall publish freight rates between all stations in Kansas and the points so designated as freight terminals. The board has made an extensive investigation of the situation at Kansas City, Kan. The order was made on July 2 and affected the Union Pacific, Rock Island and Santa Fe railroads. The petition filed by the Missouri Pacific states: "The order of the said board of railroad commissioners is unreasonable and unlawful," and the "act of the legislature herein before referred to is unconstitutional and void, denying to said plaintiff and all other railroad companies and carriers in the state of Kansas equal protection of the law, and attempts to confer upon the board the power and authority to take and appropriate property and revenues of the board for a public use and benefit without compensation and without due process of law." Further on in the petition it is brought out that the company is in the exclusive jurisdiction and supervision of the interstate commerce law, and that the board has no right to make or enforce any order with reference to the management, control and supervision of the plaintiffs or its railroads or properties. It also states: "That the act of the legislature of Kansas creating and providing for a board of railroad commissioners is inoperative, null and void in this, that it is an attempt on the part of the state to surrender, abandon and delegate to the board as a subordinate agency the legislative, judicial and executive powers of the state." The petition says in addition that the compliance with the order would compel the railroad to expend large sums of money unnecessarily without just compensation, as its revenue is not large enough to justify the order to provide additional terminals at Kansas City. It is also alleged that the present freight terminals in Kansas City are adequate for the company and for the service of the public. Besides asking that the order of the board be set aside, the railroad company petitions for judgment on final hearing and for the costs of the suit.

CROP REPORTS

Colorado anticipates a bumper wheat crop.

Idaho is harvesting an unusually large crop.

Nebraska wheat promises well. Corn has grown rapidly and looks good.

There are few oats in Oklahoma. But two crops were raised in Grant County.

Illinois has fair prospects for a crop of clover seed. Last year it raised 40,000 bushels.

Maryland expects a wheat crop of 15,000,000 bushels, which will be the largest since 1900.

Corn shows a condition of 84 per cent in Vermont, where there is an acreage of 55,000 acres.

Buckwheat, which has a large acreage in Pennsylvania because of the slim corn crop, is showing up well.

Much of the Indian seed corn failed to germinate in Massachusetts and the acreage is smaller than last year.

In Manitoba the wheat harvest shows very satisfactory and in Alberta, there is an increased acreage of 20 per cent.

Oklahoma believes its wheat crop will be less than 10,000,000 bushels, two-thirds of wheat was produced last year.

Oscar K. Lyle, an expert, estimates Indiana will produce an average crop. Corn has shown wonderful improvement in condition.

Kansas should yield 65,000,000 bushels of wheat this year. This is 28,000,000 below the harvest of 1906. Corn is making rapid and satisfactory growth.

"Flax looks fine everywhere in the Northwest and promises to be the finest crop ever grown in Minnesota and the Dakotas"—the Van Dusen-Harrington Co.

A recent bulletin from Secretary True of the Wisconsin Board of Agriculture says "Grains are fine, hay only average and much damaged by rain; oats poor and corn growing rapidly."

Considerable improvement in the condition of corn was shown in Illinois during July and an average crop is assured if it does not reach last year's proportions. The crop is from one to two weeks late.

In the Ohio report wheat shows a condition of 1 per cent better than for June and stands at 80 for July. Corn is not given. Oats declined 5 per cent. The state report says the corn condition has improved.

With the corn condition at 89 per cent, an increase of 10 per cent is shown in the Kentucky report over July of last year. It will be remembered Kentucky's 1906 corn crop was the largest it ever raised.

C. A. King & Co. of Toledo say the Missouri corn condition shows: Condition 83; July 77; year ago 83. Average is the same as year ago when it later improved to 90 and the crop turned out 234,000,000 bushels. Wheat promises crop of nearly thirty millions, shade better than last year. Quality been hurt by too much rain.

Forty-five million bushels of wheat, of which between 30,000,000 and 35,000,000 bushels is to be supplied by growers in the state of Washington, will be harvested in the Inland Empire of the Pacific Northwest. John W. Arrasmith, state grain inspector, declared that the crop in Washington will be better than 32,000,000 bushels and may go to 35,000,000 bushels.

The Iowa Grain Dealers' Association report for July gives the percentage promise of crop yield per acre as compared with last year, based at 100, computed on net acreage after making percentage deductions for loss by wet land, overflow, etc., as 83 on corn, 93 on rye, 92 on barley and 80 on oats. It is estimated the corn production will be 295,898,575 bushels and oats will equal 102,266,339 bushels.

The Market Record of Minneapolis said on August 9 that if there was any change during the previous week in crop conditions it was probably for the better. "There appears to be too much moisture and some red rust in Southern Minnesota. In the larger wheat raising counties the indications are for good crops of all kinds. The Northwestern wheat crop this year now depends almost entirely on weather conditions during the coming few weeks. If favorable a rather better crop than was expected a week or ten days ago seems probable. Oats in Minnesota are generally called a light crop. Flax is good in both Minnesota and the Dakotas. Rye and barley are being harvested in southern and central parts of Minnesota and South Dakota and

are generally turning out a rather better crop than anticipated. Where wheat is far enough along to judge a good quality is generally predicted. Very little mention is made of black rust. Cutting of wheat in Minnesota and South Dakota in the southern sections will soon be in full swing and a closer estimate of the situation will then be possible."

A Peoria man who has studied the situation says of oats: "Very poor west of Missouri River, with present indications that the country will bring in more oats than they will ship out. No flattering prospects in Iowa and Northwest and late harvest in all that territory. This leaves Illinois and the states directly north and east of us to make up a big shrinkage in the other territory. The latest reports from this state indicate a materially lighter yield than last year, and we raised a very moderate crop then."

According to the Michigan crop report there has been very favorable weather for corn during July and much that was lost early in the season has been regained. The condition is 98 in the southern counties, 82 in the central counties, 84 in the northern counties and 80 in the state. Unless an early frost prevails there will be a better crop than conditions indicated at time of planting. Oats have been seriously damaged by the thief, in most sections, and the yield will be quite below the average. They will average less than 26 bushels to the acre.

Government estimates on the grain crops of 1907, as compiled from reports of condition August 1:

	Indicated Yield, Bu.		
	Condition	Aug. 1, 1907.	Aug. 1, 1906.
Winter wheat..	*14.6	78.3	*16.7
Spring wheat..	79.4	87.2	86.9
Corn	82.8	80.2	88.0
Oats	75.6	81.0	82.8
Rye	88.9	89.7	90.8
Barley	84.5	84.4	90.3
Total .....	...	...	4,287,885,000
			4,839,448,000

*Bushels per acre.

The following table shows, for each of the states having 1,000,000 acres or upward in corn, the condition on August 1 in each of the last two years, with the ten-year August averages:

	Aug. 1, 1907.	Aug. 1, 1906.	Ten-Year Average.
Illinois	85	82	84
Iowa	78	95	85
Nebraska	82	84	83
Missouri	86	82	81
Texas	83	75	78
Kansas	84	88	76
Indiana	83	85	87
Georgia	90	92	87
Ohio	78	92	86
Kentucky	84	96	85
Tennessee	85	95	84
Alabama	87	92	84
North Carolina	90	91	88
Arkansas	70	97	83
Mississippi	77	92	80
Indian Territory	87	92	90
Oklahoma	84	96	77
South Carolina	92	86	82
South Dakota	79	85	86
Virginia	83	95	89
Louisiana	75	83	84
Minnesota	75	85	86
Michigan	80	87	83
Wisconsin	78	89	86
Pennsylvania	77	95	89
United States	82.8	88	83.2

Preliminary returns indicate a winter wheat crop of about 409,500,000 bushels, or an average of 14.6 bushels per acre, as compared with 16.7 bushels per acre last year.—The average condition of spring wheat on August 1 was 79.4, as compared with 87.2 last month, 86.9 on Aug. 1, 1906, 89.2 on Aug. 1, 1905, and a ten-year average of 83.4.—The average condition of the oat crop on August 1 was 75.6, as compared with 81 last month, 82.8 on Aug. 1, 1906, 90.8 on Aug. 1, 1905, and a ten-year August average of 84.9. The proportion of the oat crop of last year still in the hands of the farmers is estimated at 7.1 per cent, equivalent to 68,000,000 bushels, as compared with 7.1 per cent of the crop of 1905 in farmers' hands one year ago.—The average condition of barley on August 1 was 84.5, against 84.4 one month ago, 90.3 on August 1, 1906, 89.5 on Aug. 1, 1905, and a ten-year average of 86.—The average condition of rye at time of harvest was 88.9, as compared with 89.7 one month ago, 90.8 on Aug. 1, 1906, 92.6 on Aug. 1, 1905, and a ten-year average of 88.5.

The entomologists at work on the "green bug" problem in Minnesota and the Dakotas will try to determine definitely whether he can survive a winter there. Every patch of wheat that comes up from the scatterings at harvest time will be watched, and men will be posted throughout the affected country. Thus far there is no record of the green bug further north than southern Iowa, and the department will put forth every effort to find out to what extent northwestern grain is in danger from the appearance of the insect.

SEEDS

Fire destroyed the seed house of Woods-Stubbs & Co. at Louisville, Ky., on July 18.

During July the Lee Pioneer Seed Co. of Denver, Colo., is reported to have assigned.

Work has been started on the new seed building for the Field Seed Co. at Walnut Creek, near Shenandoah, Iowa.

The Hall Grain Grader Co. of Winnfield, La., is considering the establishment of a plant in Little Rock, Ark., where it will invest about \$15,000.

The first ear of new flax was received in Chicago on August 7, the same date upon which it arrived last year. It was from the southwest and was graded No. 1.

With the rapid increase of its business the W. S. Davis Seed Co. of Stewartville, Minn., is giving in to the demand for more space and is remodeling a commodious building into a seed house, which will about double the capacity. Davis' Minnesota Yellow Dent Seed Corn is the principal product handled.

It has been necessary for the Charles H. Lilly Co. of Portland, Ore., to enlarge its office space and increase the capacity of this department. The company has shown wonderful growth in the two years of its existence, the plant itself having been increased in size and capacity on three different occasions.

A 60,000-bushel elevator will be constructed by the Sioux City Seed & Nursery Co. at Sioux City, Iowa. It will cost from \$16,000 to \$20,000 and will be modern in every respect. When completed, President H. A. Johns is of the opinion he will have one of the largest seed houses west of the Mississippi.

It is said that about 40,000 bushels of blue grass seed will be harvested in Gentry County, Missouri, this year. This is not more than half a crop. A drought in the early part of the season is held responsible. The industry started there about twenty years ago, and has grown from a product of a few hundred bushels to about 75,000 each year. It has been highly profitable to those who own machines for stripping the seed. It is expected that the market price this year will be about \$1 a bushel in that section.

For the purpose of experimenting with all kinds of new farm seeds and of improving all the old sorts of seed in general use on Texas farms, the "Texas Seed Breeding Farm" was organized at Sherman, Texas, on July 8. Stock in the company is held by John S. Kerr, W. H. Chisholm, A. Ladd, D. A. Simmons, A. M. Ferguson, W. A. Vinson, T. U. Cole and C. A. Sanford. The officers are: John S. Kerr, president; W. A. Vinson, secretary; C. A. Sanford, treasurer, and A. M. Ferguson, manager. The industry of keeping the very latest farm seeds fresh and available for use, is a new one which the promoters believe will be successful.

A report dated July 23 comes from Paris, Ky., stating that a syndicate composed of J. S. Wilson, E. F. Spears & Sons of that place and D. S. Gay of Winchester, Ky., had closed a deal whereby they secured 700,000 bushels of Kentucky blue grass seed, practically all there is in the country, with the exception of 10,000 bushels held by another man. It was estimated \$500,000 would be required to finance the deal. The seed was to have been delivered on August 1, when the market opened. About 500,000 bushels is supposed to be the annual demand, a large part of which is exported. It is understood the Blue Grass Seed Growers' Association sold their entire output of 200,000 bushels to the combine, for which it received 93 cents for August, 94 cents for September and 95 cents for October.

CLOVER AND OTHER SEEDS IN IOWA.

Prof. C. F. Curtiss, director of the Iowa Agricultural Experiment Station at Ames, has lately issued a bulletin (No. 88) which deals with "The Vitality, Adulteration and Impurities of Clover, Alfalfa and Timothy Seed for Sale in Iowa in 1906." The bulletin contains 21 pages with several illustrations and tables. A few selections are taken from it, as follows:

"Success has attended the cultivation of alfalfa on suitable soil in Iowa, and the demand for this crop is continually increasing. Iowa farmers spend a great deal of money for these seeds, often paying high prices for some that are poor quality.

"There is always a probability that weed seed will be introduced. In some imported clover seed, found in Iowa, clover dodder, Canada thistle, ribgrass and even catch-fly were discovered. Among

the most troublesome and dangerous weed pests introduced with alfalfa seed are the knapweed, curled dock, Canada thistle and pepper grass. Some timothy samples contained such impurities as pepper grass, fox tail, blue grass, witch grass, etc.

"A new and bothersome weed in the northern part of the state is quick grass, which has been introduced with grass seed. It is a common practice to sell mustard seed for rape seed, and Canadian blue grass for common blue grass.

"A systematic investigation of all seeds sold in and imported into the state will mean a distinct saving of hundreds of dollars to the farmers of Iowa (and to the farmers of Illinois as well).

"It has been estimated that samples of clover seed containing one per cent of weed seed has about 1,000 weed seeds to the pound."

"Messrs. Edgar, Brown and Pieters found in 21 average samples of blue grass seed taken from large lots of seed which was cured in the ordinary way, only nine samples that germinated over 75 per cent, or were up to the standard of first-class seed. Six of these 21 samples germinated 25 per cent or less, thus being worthless as commercial seeds. In some of the samples tested at this station three-fourths of the seeds were absolutely worthless."

"White Clover.—The impurities found in weighed samples of white clover were sheep sorrel 44.4 per cent, plantain 33.3 per cent, bracted plantain 11.1 per cent, lamb's quarter 11.1 per cent; of these the sheep sorrel, dock and plantain are bad weeds. In the unweighted samples sheep sorrel occurred in 80 per cent of samples.

"Alsike Clover.—Alsike clover is not generally adulterated, but impurities were found as follows: Sheep sorrel in 86.1 per cent, plantain in 33.3 per cent, Canada thistle in 25 per cent, buck horn or rib plantain in 11.1 per cent.

"Alfalfa.—The chief adulterants found in alfalfa are black medic, burr clover and sweet clover. The impurities found are alfalfa dodder 4.1, knapweed, rib-grass or buck horn 62.5, cockle 12.5, Canada thistle 8.3, sheep sorrel 4.1, plantain 4.1, bracted plantain 4.1, yellow fox tail 33.1, curled dock 8.3. The vitality of the alfalfa seed was very low, the average of plump seeds being 56.91 per cent and of shrunken seeds 24.16 per cent.

"Timothy.—The chief impurities in timothy are buck horn, Rugel's plantain, curled dock and, in some samples, pepper grass. The vitality tests of plump seed show germination lower than the standard. The percentage of plump seeds was 64; for shrunken seeds 27.7.

"Red Clover.—One hundred and thirty samples of red clover seeds were examined and the percentages of impurity determined by weight, the average being 1.93 per cent."

THE FORAGE CROPS.

Some time ago there was noticed in these columns a book entitled "The Cereals in America," by Prof. Thos. F. Hunt, a text book for students and the general reader of exceptional value. Now comes another work by the same author, entitled, "The Forage and Fibre Crops in America," which, used in connection with the previous work, constitutes a complete untechnical but, nevertheless, scientific and authoritative treatise on all the field crops grown or adapted to growth in this country. The plan of the work, like that of "Cereals in America," is to cover the practical, or field, side of the subject, as well as the historical and descriptive, as, for example, the "Perennial Forage Grasses," the treatment of which fills the first five chapters. First, we have "Characters and Habits," then "Seed and Mixtures," "Cultural Methods," followed by descriptions, including relationships, comparative values, etc., of the individual grasses, with elaborate lists of books, pamphlets, etc., for collateral reading. To timothy, Kentucky blue grass, red clover, alfalfa, cowpeas and cotton has been given the same plain, thoughtful and accurate treatment which characterizes "The Cereals in America." The annuals, the leguminous forage crops, the legumes for seed and the fibre crops are treated with equal thoroughness and sufficiency, resulting in the massing of a large amount of new materials for thought and observation. Reproduction in grasses, permanency in meadows and pastures, the role of legumes in soil inoculation, the production of root crops as a substitute for the more expensive concentrates, fibre crops in their economic relations, the detection of adulterations and impurities are some of the salient features. The book is made for the farmer as well as the buyer, the teacher or the student. For the latter, with "Cereals," it should furnish a year's work in a college course. The price is \$1.75; 150 or more illustrations; 428 pages; size, 5½x8; firmly bound in cloth. Sent by the publishers or from this office on receipt of the price.

PERSONAL

Roy Hunt is in charge of the Truax Elevator at Montrose, S. D.

W. H. Long is buying for the Bagley Elevator Co. at Edgerly, N. D.

E. T. Hanson is the agent for the new farmers' elevator at Booge, S. D.

B. F. Boston, formerly of McVey, Ill., is now buying grain at Shiloh, Ill.

R. Lowe of Miller, S. D., is now in charge of the Atlas elevator at Miller, S. D.

J. B. Morrison will have charge of the Van Dusen elevator at Miller, S. D.

A. A. Golff is now in charge of the C. F. Michell elevator at Rockwell City, Iowa.

S. J. Yoder has become agent for the E. A. Brown elevator at Manson, Iowa.

Joseph Schumacher has been made buyer for Bingham Bros. at Comfrey, Minn.

Charles Hall is now running the Great Western Elevator at Cooperstown, N. D.

E. M. Knowles has resigned as manager of the Thorpe Elevator at Milroy, Minn.

H. Teichroew is the new grain buyer in the Peavey Elevator at Mountain Lake.

F. L. Smith has left Armour, S. D., for Avon, where he will look after his elevator.

Edward Prahl is the new buyer in Bingham Bros.' Elevator at Springfield, Minn.

Leslie Smith has taken a position in the Babcock Elevator at Northfield, Minn.

L. Capitan is now agent for the St. Anthony & Dakota Elevator Co. at Bathgate, N. D.

S. A. Pritz, well known to the elevator men, has moved from York, N. D., to Jessie, N. D.

E. Kritz has taken charge of the elevator at Iona, Iowa, formerly run by Ollie Taylor.

H. C. Jeffers of Shenandoah, Iowa, has gone to take charge of an elevator at Wahoo, Neb.

George Sauer has succeeded Mr. Janski in charge of the grain elevator at Rice, Minn.

Julius Beaudoin of Rolla, N. D., has gone to Crocus, where he has charge of an elevator.

J. T. Buchanan has succeeded George Lewis as buyer at the Walters Elevator in Doon, Iowa.

C. W. Malmquist of Rushmore, Minn., will buy grain for the Christensen Grain Co. at Wilder.

F. W. Alden, formerly of Alden, Minn., is now buying grain for G. A. Swan at Albert Lea, Minn.

Henry Day of De Villo is in charge of the St. Anthony & Dakota Elevator at Wahpeton, N. D.

F. W. De Long of Alden, Minn., has taken charge of the Swan elevator at Albert Lea, Minn.

Tim Hurley is buying grain at the Monarch elevator in Bird Island, Minn. J. B. Keltgen resigned.

Joe Cranley of Cavalier, N. D., is buying in F. T. Loyland's place at the Duluth Elevator in Backbo, N. D.

F. M. Archer of Murdock, Minn., has resigned his position with the Acme Elevator Co. at Colfax, N. D.

John J. Maunu is buying for the Empire Elevator at Frederick, S. D., which opened up on July 20.

J. G. Peterson of Milan, Minn., will go to St. Paul, Minn., as buyer for the Ward County Grain Co.

Ole A. Rolland of Lake Preston, S. D., has gone to Cavour as grain buyer for the Ostroot Elevator Co.

John J. La Due, who recently acquired an elevator at St. Peter, Minn., has moved there from Mankato.

J. S. Ewart, a grain dealer of Lincoln, Neb., was married on July 18 to Miss Mary Parsons of that city.

E. J. Matteson of Athol, S. D., has taken charge of the Plymouth Elevator Co.'s plant at Henderson, Minn.

F. E. Olson has resigned as buyer for the Western Elevator Co. at Ellendale, Minn., but will adhere to the grain business. A Mr. Frost succeeds him.

J. W. Arrasmith has been reappointed state grain inspector of Washington, R. C. McCroskey of Garfield succeeding D. F. Anderson of Rosalia, deceased, and William H. Reed of Tacoma suc-

ceeding himself, as members of the state grain commission, for the term ending July 8, 1909.

Harry Scheffel has succeeded Scott Dale as manager of the Anchor Elevator Co.'s plant at Ponca, Neb.

W. G. Durrell has been succeeded by William Dinkbrook as buyer in the Monarch Elevator at French, Minn.

Ed Acher was recently transferred from the Duluth Elevator Co.'s plant at Nash, N. D., to the house at Mohall.

George Hilger of Mazeppa, Minn., is to take charge of the elevator at Durbin, N. D., for the Imperial Elevator Co.

Homer Vail, Jr., of Preston, Minn., will take charge of the elevator at Canton, which formerly was in charge of W. Funk.

H. C. Joneson resigned as agent for the Northwestern Elevator Co. at Garretson, S. D., to go "homesteading" in Idaho.

L. F. Hodgeson of Merrill, Iowa, has succeeded C. S. Harris as agent at the Western Grain Co.'s Elevator in Willmar, Minn.

Dan Mahoney of Graceville, Minn., has gone to Rogers, N. D., to take charge of an elevator for the Northwestern Elevator Co.

J. F. Voss has left the Interstate Elevator at Centerville, S. D., which has just changed hands, and is now at Sutherland, Iowa.

A. A. Robrenbach of Alberta, Minn., has gone to Hatton, S. D., to enter the employ of the St. Anthony & Dakota Elevator Co.

Fred Weiler, for several years grain buyer at the mill in Blue Earth, Minn., has severed his connection with that establishment.

Emil Voight has resigned as grain buyer for the Atlas Elevator Co. at Lebanon, S. D., and has been succeeded by Frank Weihrauch.

August Pullmann, who recently resigned as manager of the Carlon Elevator Co. at Delmont, S. D., has been succeeded by M. J. Boyle.

Elma Baker has taken Mr. Brearton's place as buyer for the Pacific Elevator at Carlisle. The latter gentleman has retired from the trade.

John H. Lee, formerly grain buyer for the Great Western Elevator Co. at Ulen, Minn., will buy at Hanska this season for the same company.

Will Auten has been transferred from the Rippe Elevator at Jackson, Minn., which he has been managing, to a similar position at Pipestone, Minn.

R. P. Thompson, an experienced grain man of wide acquaintance in St. Louis, is a new appointee on the Missouri grain inspection staff in St. Louis.

A. H. Merchant, formerly secretary of the Omaha Grain Exchange, recently married Miss Grace Dickover, his stenographer. He is now located at Boston.

A. J. Kaufman has resigned as manager of Everett, Aughenbaugh & Co.'s Elevator at New Richland, Minn., to take a more lucrative position at Blue Earth.

C. J. Hanstrom, formerly of the Pine City Milling Co. of Starbuck, Minn., has sold his interests and is now agent for the Monarch Elevator Co. at Glenwood, Minn.

Allie Taylor, who has been in charge of the Ober-Kingsbury Elevator at Nora Springs, Iowa, has gone to Chester, Iowa, where he is employed by the Gilchrist Co.

J. E. Kay, formerly head bookkeeper for the Hubbard & Palmer Elevator Co. at Mankato, Minn., has taken a similar position with the Kasota Elevator Co.

D. K. Whalen, for several years manager of the Exchange Grain Co.'s plant at Glencoe, Minn., has resigned to go to the Dakotas, where he hopes to secure a similar position.

Secretary of Agriculture James Wilson has been seriously ill at Portland, Ore. On August 6 his physicians allowed him to see a few friends, but on account of his low vitality ordered him to keep quiet.

W. R. Messamore has been made manager of the Campbell-Sanford-Henley Co.'s grain warehouse at Latah, Wash. W. C. Renfrew, former manager, is now in charge of the company's house at Farmington.

Melvin J. Forbes, president and general manager of the Consolidated Elevator Co. at Duluth, Minn., since it was organized in 1894, has resigned owing to illness. George Spencer, formerly vice-president and chairman of the executive committee, has been selected as his successor. Mr. Forbes has been in ill health for some months and hopes to regain his former good condition by a

rest. Frank B. Kellogg of St. Paul is now vice-president and chairman of the executive committee.

Thomas H. Seal has been made superintendent of the B. & O. elevators at Baltimore, Md., succeeding C. A. Blimm, who resigned some weeks since. Mr. Seal was for some time cashier and chief clerk of the department.

J. H. Walkinshaw, of the firm of Walkinshaw & McKee Bros., fell with a scaffold at their new elevator in Blanchard, Iowa, on July 23, and struck a cement floor some twelve feet below. Two ribs were broken and other injuries sustained.

Prof. L. A. Fitz has left Baltimore, Md., to go to Duluth, Minn., where he accepts charge of the government's Grain Standardization Laboratory. Professor Fitz has had charge of the laboratory at Baltimore for the Department of Agriculture since its establishment.

In the Minneapolis Tribune under the head of "Thoughts on Things Material and Immortal," recently appeared the following pitiful paragraph: "Peter Eyc, who had been buying rye out at Milbank, has his eye on a better job, according to the Review." Peter thinks that as he is the subject of so much newspaper notoriety he must be on the high road to fame.

John Gerron, the proprietor of the Dallas Elevator, about three miles northeast of Tremont City, Ohio, recently cut off his tongue in an effort to relieve his suffering from cancer of that member. For the past two years he has endured great pain from cancer of the tongue, and lately he solicited his medical attendants to operate upon the growth but they refused to do so. Then he entreated his friends to perform the act, but they likewise, insisted it should not be done. But Mr. Gerron demanded relief, and knowing it was at the most only a matter of time before he would have to give up his life, he proceeded to whet up his pocket knife. By means of a pair of surgeon's pincers he pulled the diseased member far out of his mouth and succeeded in severing the tongue near the tonsils. He tells his friends—by writing now—that in a short time he will have an artificial tongue attached to the remaining portion, which is declared to be healthy and free from disease.

OUR CALLERS

H. Miller, Akron, Ohio.
P. O. Wood, Syracuse, Ind.
F. C. Elerding, Sheridan, Ill.
R. E. Roantree, Parker, S. D.
G. A. Christman, Bryan, Ohio.
Chas. B. Clayton, Kingsbury, Ind.
H. E. Godfrey, secretary Richardson Scale Co., New York City.

W. B. Hoover, Pittsburg, Pa., representing Barnard & Leas Mfg. Co., Moline, Ill.

CORN LAW KILLED.

The attorney-general of Michigan has rendered an opinion declaring invalid the law appropriating \$1,000 to aid in improving the corn crop of that state. The act provided for turning over to the Michigan Corn Improvement Association the sum of \$1,000 for the purpose of arousing more interest in the protection of corn and improving the quality of the corn. The attorney-general points out that the Association is not even an incorporated body, but an organization for the sole purpose of booming Michigan's corn crop. In discussing the law he says in part:

"It seems to me that this appropriation is clearly for the benefit of a particular class of residents of this state. Its purposes are private rather than public. It is no answer to this contention to say that the appropriation is made for a public purpose by reasons of the fact that the state is indirectly benefited by that which benefits any class of its citizens. If the legislature can appropriate money raised by taxation for the purpose of stimulating or encouraging the raising of corn it may do the same thing with respect to any other product, or any other purpose. Such appropriations are not warranted by the constitution."

The Spanish government has reduced the duty on wheat 25 per cent, or about 8 cents a bushel. A short time ago it was reported that the government had suspended the surtax on wheat.

OBITUARY

Thomas Bradshaw, for many years identified with the grain business in St. Louis, Mo., passed away late in July.

James Langley, at one time a grain merchant at Sherman, Texas, died recently at Butler, Ky. A wife and one child survive.

William Craig, employed in the Omaha Elevator Co.'s elevator at Council Bluffs, Iowa, was recently caught beneath a passenger elevator and crushed to death.

A. J. Dunn, 38 years old, was struck and killed by a train on July 15 while walking to his work at the plant of the Texas Grain & Milling Co. at Dallas, Tex. A widow and four children survive.

Charles Ratcliffe, a ten-year-old lad, died on July 10, as the result of a fall of 70 feet into the bin of the Wheeler Elevator at Melvin, Ill. An arm and one leg were broken and the skull fractured.

After a long illness with dropsy Theodore S. Richards, a well-known grain buyer and hotel-keeper, passed away at his home in Hutchinson, Minn., on July 22. The widow and one son survive besides his parents, a sister and five brothers.

C. H. Reid, a retired grain buyer of Minneapolis, Minn., died early the evening of July 12, as the result of a bullet wound in the head inflicted by his own hand. He was found by his wife. Years ago Mr. Reid was prominent in Minneapolis grain circles, but of late he had been in bad health, which caused him to become despondent.

Frederick Hobbs, a retired grain dealer of San Francisco, died on July 19 at Alameda, Cal., where he had been living since the fire of a year ago. For more than forty years he was engaged in the grain business in San Francisco. The wife, a daughter and a son are his survivors. Mr. Hobbs was 71 years of age and was born in Maine.

J. W. Meyers, prominent in the grain business, died in his home at Florence Station, Ill., on July 19, from apoplexy. Deceased was born in Emden, Germany, on June 20, 1833. He was educated in private schools and in the gymnasium of that city. He was married in 1852 and is survived by the widow, ten children, three brothers and a sister. For ten years he dealt in grain at Freeport, Ill., but in 1868, moved to Florence Station, where he had been in similar business continually.

Stanley Brecourt, in charge of the Thackara (Ohio) Elevator, was fatally injured by a train on July 7, and died two days later. He was standing on a box car setting the brakes when the car on which he stood bumped into another, throwing him to the ground. When he struck the ground his right leg was thrown over the track and the wheels of the box car crushed the upper part of the limb very badly. He was soon extricated and taken to his home, where physicians attended him. But loss of blood brought on a sinking spell from which he never rallied.

Benjamin Harney Shute died at his home in Coon Rapids, Iowa, on July 10, aged 64 years. For some time he had been in feeble health and had been at a sanitarium in Des Moines. Mr. Shute went to Coon Rapids about 25 years ago and entered the grain business with the Budd Brothers. Deceased was born in Derry, N. H., April 20, 1843. He went from there to Boston and engaged in business for some years. Mr. Shute was married in 1871 to Miss Henrietta Josephine Evans of Concord. Five children were born to them. The widow and three daughters now survive. Two sisters and three brothers are also living.

William Field, a retired grain merchant, well known throughout his own community, died on the morning of July 27, from heart disease. He was 68 years of age. Mr. Field retired from the grain business about five years ago and has been farming since. Until the few days preceding his death he was in excellent health. Deceased was born at Louisville, Ky., in 1839, the son of one of the South's best known barristers. He resided in Missouri for a time, and subsequently went to Colorado on a mining expedition. At the time of the civil war he entered the ranks of the Confederate army. After the war he became identified with the grain business, in which he was very successful.

New Orleans in July exported 14,643:40 bushels of wheat and 52,569:10 bushels of corn.

TRANSPORTATION

But 1 cent a bushel was offered on corn from Chicago to Buffalo on August 9. Small boats received 1½ cents.

More than 30 grain warehouses will be operated tributary to the Spokane & Inland Electric Railway in Washington.

On August 1 the Wabash agreed to postpone indefinitely its threatened reductions in grain rates from the trans-Mississippi River territory. It was intended to compete with lake carriers east from Chicago to Buffalo by a reduction of 2½ cents per 100 pounds from west of the Mississippi River.

On July 29 the order of the Wisconsin Warehouse Commission directing the railroads at Superior to receive cars of grain, went into effect, and the railroads accepted the situation. The Great Northern Elevator, operated by A. D. Thompson & Co., and the Omaha Elevator, operated by the Itasca Elevator Co., are the only ones affected.

By an order issued August 7 by Commissioner Harlan of the Interstate Commerce Commission, the through rate on wheat from points in Nebraska to the Pacific coast terminals will not be more than 65 cents per 100 pounds, or 10 cents less than the present tariff. The order was made in the case of the A. J. Poor Grain Co. vs. the C. B. & Q. R. R. Co. Reparation was also granted the shipper.

A committee representing the Illinois Grain Dealers' Association, comprised of E. M. Wayne of Delavan, J. E. Hawthorne of Bloomington, George W. Miller of Wapella, John R. Williams of Colfax and S. W. Strong, secretary of the Grain Dealers' Association, recently visited the State Railroad Commission at Springfield. The object of the visit was to request the commission to establish a rule providing for the equitable distribution of grain cars. The grain dealers told W. H. Boys, chairman of the commission, that they would like a ruling compelling the railroads to distribute cars in equal numbers among shippers regardless of the amount of grain to be shipped. It was decided to frame such a rule for submission to the commissioners for their consideration.

An organization was effected among traffic managers representing 13,218 business firms, from Philadelphia to Ft. Worth, Texas, on August 1, when a meeting was held in Chicago, Ill. At that time the following officers were elected: President, J. C. Lincoln, Merchants' Exchange, St. Louis, Mo.; vice president, W. D. Everest, Westinghouse Manufacturing Co., Pittsburgh, Pa.; secretary-treasurer, E. B. Boyd, Board of Trade, Chicago, Ill. The purpose of the organization is fully set forth in the following preamble: "Believing that publicity in transportation matters is essential to a complete and harmonious understanding of the relations between the public common carriers and legislators, this organization stands for and will undertake to promote, through the medium of its officers and organization, thorough knowledge of transportation affairs necessary to accomplish this object; also for the purpose of obtaining clearly defined laws governing interstate traffic; to interchange views regarding interstate legislation that does or may affect interstate commerce, that will relieve the public of all uncertainty as to its relations to the carriers; also for the purpose of acquainting the regular established tribunals of the needs of the shipping interests and the effect on commerce of rulings, decisions and practices either fixed or to be determined by such bodies." Among those present were: Charles F. Ballard, Grain & Milling Association, Louisville, Ky.; Henry S. Bassett, Chamber of Commerce, Pittsburgh, Pa.; E. B. Boyd, Board of Trade, Chicago, Ill.; J. F. Ryan, Chamber of Commerce, Toledo, Ohio; E. J. McVann, Grain Exchange, Omaha, Neb.; H. S. Wilson, Board of Trade, Kansas City, Mo.; J. J. Telford, Board of Trade, Louisville, Ky.; L. R. Richards, Quaker Oats, Chicago, Ill.

UNIFORM BILL OF LADING.

Following is a copy of the new Uniform Bill of Lading as agreed to by the joint committee of shippers and carriers after about two years of conference. It has been submitted to the Commerce Commission, and will be promulgated by that body if it should approve its provisions:

..... Railroad Company.

Received subject to classification and tariffs in effect on the date of issue of this original bill of lading at , 1907, from , the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked consigned and destined

as indicated below, which said company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of the said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, herein contained (see conditions on back hereof) and which are agreed to by the shipper and accepted for himself and his assigns as just and reasonable. In issuing this bill of lading this company, with respect to the portion of the route beyond its own line, acts only as agent and agrees to transport only over its own line.

Nothing herein contained, however, shall be construed as exempting the initial carrier from the liability, if any, imposed upon it by law for loss, damage or injury not occurring on its own line or its portion of the through route or occurring after said property has been delivered to the next carrier.

Insert "order" clause.

Insert description of articles, etc.

..... Agent.

If the word "order" is written in connection with the name of the party to whose order the property is consigned, the surrender of the original bill of lading properly endorsed shall be required before delivery of the property. Inspection will not be permitted on order bills of lading unless permission is endorsed on the original bill of lading, or given in writing by the shipper.

If the word "order" does not so appear the bill of lading is "not negotiable" and said property may be delivered without requiring such surrender.

(Print on face of bill of lading.)

CONDITIONS.

Section 1. The carrier or party in possession of any of the property herein described shall be liable for any loss thereof or damage thereto except as hereinafter provided.

No carrier or party in possession of any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, quarantine, the authority of law or the act or default of the shipper or owner or for differences in the weights of grain, seed or other commodities caused by natural shrinkage or discrepancies in elevator weights. For loss, damage or delay caused by fire occurring after forty-eight hours (exclusive of legal holidays) after notice of the arrival of the property at destination or at port of export (if intended for export) has been duly sent or given the carrier's liability shall be that of warehouseman only. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from negligence shall be on the carrier or party in possession) the carrier or party in possession shall not be liable for loss, damage or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner or party entitled to make such request; or resulting from a defect in the property or from riots or strikes. When in accordance with general custom on account of the nature of the property or when at the request of the shipper the property is transported in open cars, the carrier or party in possession (except in case of loss or damage by fire, in which case the liability shall be the same as though the property had been carried in closed cars) shall be liable only for negligence, and the burden to prove freedom from such negligence shall be on the carrier or party in possession.

Section 2. No carrier shall be liable for loss, damage or injury not occurring on its own road or its portion of the through route, nor after said property has been delivered to the next carrier, except as such liability may be imposed by law, and any carrier shall be entitled to recover from the common carrier, railroad or transportation company on whose line the loss, damage or injury shall have been sustained the amount of such loss, damage or injury as it may be required to pay to the owner of such property or to the holder of this bill of lading, provided that it has given notice to such carrier, railroad or transportation company at least fifteen days before the payment of such claim, but no obligation respecting such recovery is hereby assumed by or imposed upon the shipper, owner or consignee.

Section 3. No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch, unless by specific agreement endorsed hereon. Every carrier shall have the right in case of physical necessity to forward said property by any railroad or route between the point of shipment and the point of destination, but if such diversion shall be from a rail to a water route the liability of the carrier shall be the same as though the entire carriage were by rail.

The amount of any loss or damage for which any carrier is liable shall be computed on the basis of the value of the property (being the bona fide invoice price, if any, to the consignee, including the freight, if prepaid) at the place and time of shipment under this bill of lading unless a lower value has been agreed upon or is determined by the classification or tariff upon which the rate is based, in either of which events such lower value shall be the maximum amount to govern such computation whether or not such loss or damage occurs from negligence.

Claims for loss, damage or delay must be made in writing to the carrier at the point of delivery or at the point of origin within sixty days after delivery of the property, or in case of failure to make delivery then within sixty days after a reasonable time for delivery has elapsed. Unless claims are so made the carrier shall not be liable.

Any carrier or party liable on account of loss of or damage to any said property shall have the full

benefit of any insurance that may have been effected upon or on account of said property.

Section 4. All property shall be subject to necessary cooperage and baling at owner's cost. Each carrier over whose route cotton is to be transported hereunder shall have the privilege, at its own cost, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in producing such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of same kind and grade without respect to ownership, and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Section 5. Property not removed by the party entitled to receive it within forty-eight hours (exclusive of legal holidays) after notice of its arrival has been duly sent or given, may be kept in car, depot or place of delivery of the carrier, or warehouse, subject to a reasonable charge for storage and to carrier's responsibility as warehouseman only, or may be, at the option of the carrier, removed to and stored in a public or licensed warehouse at the cost of the owner and there held at the owner's risk and without liability on the part of the carrier and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

The carrier may make a reasonable charge for the detention of any vessel or car or for the use of tracks after the car has been held forty-eight hours (exclusive of legal holidays) for loading or unloading, and may add such charge to all other charges hereunder and hold such property subject to a lien therefor. Nothing in this section shall be construed as setting aside any local law or rule affecting car service or storage.

Property destined to or taken from a station at which there is no regularly appointed agent shall be entirely at risk of owner when unloaded from cars, or until loaded into cars, and when received from or delivered on private or other sidings, shall be at owner's risk until the cars are attached to, and after they are detached from, trains.

Section 6. No carrier will carry, or be liable in any way, for any documents, specie or for any articles of extraordinary value not specifically rated in the published classifications or tariff, unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Section 7. Every party, whether principal or agent, shipping explosive or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for all loss or damage caused thereby, and such goods may be warehoused at owner's risk and expense, or destroyed without compensation.

Section 8. The shipper, owner of consignee shall pay the freight and all other lawful charges accruing on said property before delivery. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading the freight charges must be paid upon the articles actually shipped.

Section 9. Except in case of diversion from rail to water route, which is provided for in Section 3 hereof, if all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the liabilities, limitations and exemptions provided by statute and to the conditions contained in this bill of lading not inconsistent with such statutes or this section and subject also to the condition that no carrier or party in possession shall be liable for any loss or damage resulting from the perils of the lakes, sea or other waters; or from explosion, bursting of boilers, breakage of shaft or any latent defect in hull, machinery or appurtenances; or from collision, stranding or other accidents of navigation or from prolongation of the voyage. And any vessel carrying any or all of the property herein described shall have the liberty to call at intermediate ports; to tow and be towed and assist vessels in distress and to deviate for the purpose of saving life or property.

The term "water carriage" in this section shall not be construed as including lighterage across rivers or in lake or other harbors and the liability for such lighterage shall be governed by the other sections of this instrument.

When property is carried under a rate which includes marine insurance the liability of the water carrier shall cover all risks insured against and shall at least equal the liability hereunder for rail carriage in closed cars.

Section 10. Any alteration, addition or erasure in this bill of lading which shall be made without an endorsement thereof hereon, signed by the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

TRAFFIC BULLETIN.

The "Traffic Bulletin" is a new periodical, published by the Traffic Information Bureau, Monadnock Block, Chicago, and Colorado Building, Washington, which will be of interest to all shippers, especially those in interstate commerce. Besides a review of current news of the states relative to traffic matters, it publishes a statement of all rates filed with the Commerce Commission, arranged under the appropriate commodity headings. Realizing the nature of Judge Landis' dictum that shippers must know the lawful rate, and the Commission's ruling that the shipper must find it out independently of any statement by railroad agents, which are valueless if not absolutely correct, such an assistance as the "Traffic Bulletin" will be immeasurably great.

FIRES--CASUALTIES

The Standard Grain Co.'s Elevator at Schenectady, N. Y., recently sustained a \$3,000 fire loss.

Jackson's Elevator at Simeon, Que., was burned down late in July and a quantity of grain was lost.

Fire destroyed the Webber-Maury Grain Co.'s Warehouse at Memphis, Tenn., on August 7, at a loss of \$50,000.

Lightning set fire to a grain elevator at Willow City, N. D., one day last month, but the flames were extinguished.

A bin in the Farmers' Elevator at Benedict, Neb., gave way on August 1 and let out some 2,000 bushels of wheat.

W. J. Cox's grain house at Hartford, Mass., was gutted by fire last month. The loss amounted to \$2,500, fully insured.

During a recent cyclone the Hendrickson & Sharpless Elevator at Atchison, Kan., was damaged to the extent of \$500.

Fire destroyed the Doering & Hirsch Elevator at Overly, N. D., during the past month. The town was poorly supplied with water.

The elevator owned by Matt Edmonds, near Oskaloosa, Kan., was struck by lightning early last month and burned to the ground.

The Sturgis Mill & Elevator Co.'s flour mill and elevator were destroyed in a fire at Sturgis, Mich., early last month. The loss was \$30,000.

The Dominion Elevator at Hamiata, Man., was destroyed by fire on August 2, with 1,000 bushels of wheat. The loss approximates \$20,000.

An overheated journal is held responsible for the loss of the elevator at Hunter, N. D., which was destroyed on July 20. The loss will aggregate \$40,000.

The elevator at Truesdale, Iowa, near Storm Lake, containing 2,000 bushels of grain, was destroyed by fire early in July. The loss approximates \$5,000.

The elevator owned by the New Richmond Roller Mills Co. at Bloomer, Wis., was burned down late in July. Five thousand bushels of grain were consumed, making a loss of \$7,000, partly insured.

Two buildings belonging to the E. T. Fowler Grain Co., a branch of the Fowler Commission Co. of Kansas City, Kan., were burned down at Paola, Kan., on July 20. The loss approximates \$10,000.

B. J. Watkins' Elevator at Gomer, Ohio, nine miles from Lima, was consumed by fire on July 27. It is believed the fire started from spontaneous combustion. The loss approximates \$12,000, fully insured.

Within a few moments after lightning struck the grain elevator at Eldridge, Iowa, the morning of July 27, the fire department had arrived and as promptly extinguished the flames. The loss was but nominal.

Lightning struck the National Elevator at Brocket, N. D., but fire was not discovered in the plant for several hours, when it had gained such headway as to be beyond saving. About 1,000 bushels of grain were lost.

Fire destroyed the Pacific Coast Elevator Co.'s warehouse at Pullman, Wash., on the morning of July 20, causing a loss of \$15,000. Some grain was consumed, though there was little in storage. There was \$10,000 insurance carried.

Fire, started by the exhaust pipe of the gasoline engine, was discovered in the Marsten & Larson Elevator at Lake Crystal, Minn., about noon on July 25. Before it could be extinguished the end of the building was pretty severely scorched. Had the fire got beyond control the Peavey Elevator would have also been burned.

A disastrous fire destroyed the Baltimore & Ohio Elevator at Henrietta and Howard streets, Baltimore, Md., on August 8, causing a loss of at least \$175,000. About \$50,000 of this was on the grain, while the rest was on the building and machinery. The company carried \$100,000 insurance. About 84,000 bushels of grain, chiefly corn, were lost.

Because the river is cutting away it was recently necessary to move the elevator of the Jones Grain Co. at Barney, Neb. The contractor who was to move the elevator was slow about getting around, but on July 23 his tools were hurriedly placed aboard a car and taken down there attached to the passenger train, for it was found that a ten-foot cut would carry the large structure into the river. A large force of men went along, and they worked hard all day. Just at dusk they moved the building from its site, barely before the

earth caved in. The bank continued cutting all night and the men had to work hard and fast to prevent the building getting away from them. In the morning they had the building about a hundred yards from the river, but it had been a hard battle. The building will now be moved about a half a mile, so as to prevent further trouble.

Lightning again struck the Nye-Schneider Elevator at Schlesing, Iowa, on July 23, striking the opposite corner to where it hit two weeks ago. This time Franz Roth was in the upper story of the tall building making a scaffold in order to repair the roof where the lightning struck two weeks before. The flash passed within four feet of him. He was felled to the floor by the shock, but recovered immediately and assisted in putting out a small blaze that was started by the lightning. It was a close call for both him and the elevator.

Recently the Null Elevator at Saybrook, Ill., narrowly escaped going up in smoke, but chance intervened and the building still stands. The gasoline house at the elevator contains two cans, one which holds about sixty gallons and a smaller one which connects to the gasoline engine, and holds about thirty gallons. The smaller of the two cans is about six inches below the surface of the ground, and a heavy rain had overflowed this tank. Mr. Null decided to empty out the water and gasoline and build a concrete vault in order to keep the water out. A bucketful or two of the mixture had been dumped into the street some thirty feet away, and Mr. Null threw a lighted match into it. Instantly the gasoline ignited and a stream of fire started to the gasoline house. The flames flashed up some three or four feet, and it seemed as though the big elevator was doomed, but the gasoline in the tanks did not ignite, although the heat was sufficient to melt the cap off of one of the cans.

DULUTH BUSINESS FOR 1906.

The grain traffic of Duluth for crop of 1906 was with one exception (crop of 1898, when 99,133,000 bushels were handled) the heaviest ever known at the head of the lakes. Following are the tables which show the receipts and shipments:

RECEIPTS.

	1906-07.	1905-06.
August	2,629,615	2,336,020
September	11,143,594	10,785,357
October	18,306,478	17,653,702
November	17,358,255	15,722,372
December	7,590,628	7,943,455
Totals, 5 months.....	57,023,580	54,440,916
January	2,235,303	5,680,865
February	2,072,123	2,345,482
March	4,796,605	3,882,335
April	8,970,734	3,278,149
May	6,824,485	2,007,860
June	2,696,762	2,454,589
July	4,635,511	5,106,671
Totals	89,260,103	79,196,827

SHIPMENTS.

	1906-07.	1905-06.
August	6,354,171	2,582,984
September	7,245,668	6,844,984
October	15,449,286	13,677,657
November	15,274,889	12,440,904
December	11,419,198	47,293,967
Totals, 5 months.....	55,743,212	47,839,967
January	536,280	575,471
February	439,038	1,318,447
March	384,333	141,126
April	4,946,717	8,244,881
May	10,684,200	6,464,647
June	5,323,279	5,167,399
July	8,586,412	5,974,526
Totals	86,663,468	75,725,864

MINNESOTA APPEALS BOARD.

Governor Johnson of Minnesota on August 1 reappointed the old members of the Minneapolis Grain Inspection Board, to serve another term of two years. The members reappointed are W. F. Kelso of Hallock, Arthur F. Evenson of St. Peter, and S. P. Thorson of Winthrop. This board was formerly known as the Grain Appeals Board.

The Duluth Board as appointed on the same day consists of T. B. McManus, Crookston; Herbert M. Gray, Marshall; H. P. Bjorge, Underwood. T. B. McManus of Crookston is the only member of the Duluth Board retained.

Theo Thorson of Glenwood is succeeded by Herbert M. Gray of Marshall, now one of the flax inspectors in the grain inspection service at Minneapolis. P. McCarger of Fergus Falls is replaced by H. P. Bjorge of Underwood, Otter Tail County, a former populist member of the legislature.

BARLEY AND MALT

The Gluek Brewing Co. of Minneapolis, Minn., is building a brick malt elevator which will cost \$22,000.

Because of the late spring new barley is considered two weeks later than usual by Minneapolis grain dealers. The first consignments usually arrive about July 15.

The Seckner Company of Chicago is remodeling the Illinois Vinegar Factory's elevator and malt house at Fifty-first street and the Panhandle tracks, Chicago, and building 14 reinforced concrete tanks with capacity of 400,000 bushels.

The Manitowoc Malting Co. of Manitowoc, Wis., has constructed a pier 50 feet into the river, so that fireboats may be employed in case of a fire. It is claimed the city would not provide adequate fire protection, so the company will bear the expense.

During the last week of July the harvesting of barley in the vicinity of Flandreau, S. D., was commenced. It is claimed the acreage and yield is less than last year, owing to the cold, wet spring. The average was between 15 and 18 bushels.

Incorporation papers have been granted the Brewing Co. of New York, N. Y., to deal in malt, corn, rye, etc. It is capitalized at \$5,000 by William H. Schoonmaker of East Rutherford, N. J., James T. Conners of Brooklyn and Joseph H. Friedman of New York.

The Kasota Elevator Co. has purchased the Hubbard & Palmer Co.'s barley cleaning elevator at Kasota. It has a capacity for handling about 5,000,000 bushels of grain a year. The plant was built in 1902 and considerably enlarged a year later. John J. La Due, a barley expert, who has been superintendent of the plant for some years, is at the head of the new company.

It is reported that five Milwaukee malt houses have signed the union wage scale for a period of two years, giving the employes better working conditions and more pay. Those firms entering into the compact are: The American Malting Co., Milwaukee-Western Malting Co., Milwaukee Malt Co., Froedert Brothers Grain and Malting Co., Borchert Malting Co. and Lake Shore Malt House.

A report from New Holstein, Wis., which was received late in July, says the barley fields of that section have been affected by the rust or green bug. It is felt by some the crop will be short. While the university experts lay the trouble to rust, the farmers claim the grain is alive with a small bug, almost microscopic in character, which attach themselves to the leaves and suck their sap.

PEDIGREE BARLEY.

It is the common opinion of maltsters, grain dealers and others familiar with barley that the present barleys in the United States are mixtures of various distinct botanical varieties, some good and others inferior brewing barleys, and that they are poorly harvested and cared for. These and other evils cause unequal and poor germination, low yield of extract and the development of bad flavor.

The United States Department of Agriculture in co-operation with the Wisconsin Experiment Station purposes to remedy these and other evils in the following manner:

At the breeding station of the Wisconsin Experiment Station, they are producing pure-bred pedigree varieties of barley started from single seeds, and improved by subsequent vigorous selection. They are introducing similar varieties from Europe, where they have been worked upon in a like manner for over 15 years. The plan provides for a test of all these varieties by growing them and making practical brewing tests of them in the various barley sections of the United States, and for locating in each section the one which proves to be the best, to the exclusion, if possible, of all others, covering with each variety thus located as large an area as possible. This is done to make a practical brewing market for each variety, with its characteristic qualities and flavors obtained from being grown in a particular soil and climate. When this work is completed there will be in each barley section a pure-bred barley particularly adapted to the soil and climate of the section; and in each area will be a distinctive barley which will have a demand upon the market enjoyed by no other. It will thus mean better barley and better markets.—Wisconsin Agriculturist.

LATE PATENTS

Issued on July 9, 1907.

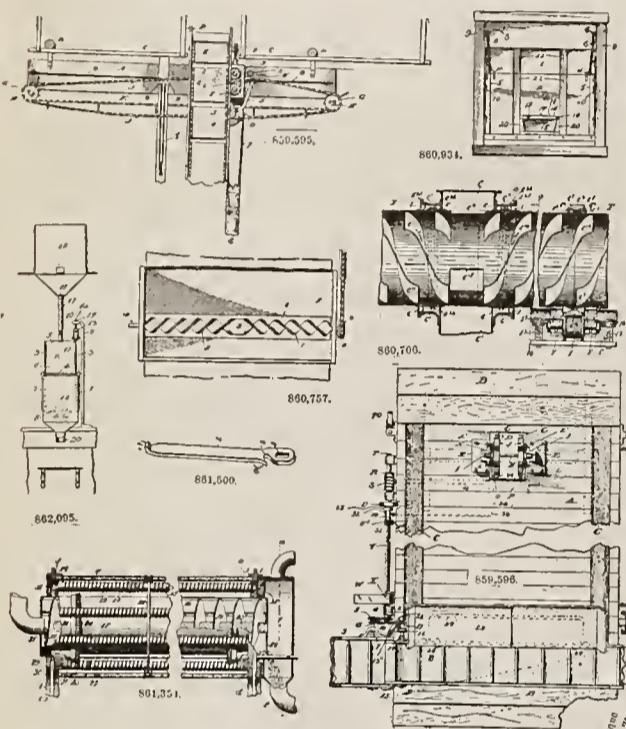
Shifting Conveyor.—Christian W. Camp, Metamora, Ill. Filed February 23, 1906. No. 859,595. See cut.

Portable Grain Dump.—Joseph E. Camp, Washington, Ill. Filed October 9, 1903. No. 859,596. See cut.

Issued on July 23, 1907.

Conveying Apparatus.—Edward N. Trump, Syracuse, N. Y. Filed July 14, 1906. No. 860,706. See cut.

Screw Roller for Grain Graders or Like Machines.—Harry W. Maxwell, Washington, Iowa. Filed April 8, 1907. No. 860,757. See cut.



Grain Car Door.—William H. McMachen, Superior, Wis. Filed December 29, 1906. No. 860,934. See cut.

Issued on July 30, 1907.

Grain Drier.—Joseph R. Brooks, Cedar Rapids, Iowa, assignor of one-half to M. Ford, Cedar Rapids, Iowa. Filed September 26, 1906. No. 861,854. See cut.

Grain Door for Railroad Cars.—Winfield P. Carter, Raymond, Ill. Filed July 3, 1905. No. 861,500. See cut.

Automatic Weighing Device.—Bernard P. Mulloy, New Albany, Ind. Filed May 7, 1906. No. 862,095. See cut.

THE CO-OPERATIVES

It is proposed to dissolve the Farmers' Exchange branch at Thief River Falls, Minn.

The Farmers' Elevator at Mapes, N. D., was offered for sale on August 10 to the highest bidder.

The Farmers' Elevator Co. at Aneta, N. D., made some money on last crop, but is still \$3,200 in debt.

The Rex Elevator Company of Minneapolis has taken possession of the Farmers' Elevator at Vermillion Station, Minn.

The Farmers' Elevator at Henning, Minn., has been leased to Andrew Anderson at a rental of 1 cent a bushel for wheat and $\frac{1}{2}$ cent for other grains.

The directors of the Farmers' Elevator Co. of Rock Rapids, Iowa, decided that the company must either enlarge its elevator or buy grain only from shareholders.

McCarthy Bros., Minneapolis, have levied an attachment on the property of the McLean County Elevator Co. and P. J. Hester and Jas. F. Wiltsee, for \$13,942.19.

J. Auracher of Shenandoah gives some counsel to would-be promoters of a farmers' elevator scheme in that neighborhood: "You will have to make an investment and give your entire time to

the business, just the same as I am doing or as any other regular dealer is. You cannot hold up the people in this grain business like some people used to do buying hogs—buy only on an advancing market, and when the market was down, or showed a downward tendency, would not be doing business. You will have to have an investment and give your steady attention to it."

Dividends declared: By farmers' elevator companies at Granville, N. D., 18 per cent; Viborg, S. D., 50 per cent; St. Charles, Minn., 40 per cent; Stephen, Minn., \$10 a share; Kenneth, Minn., 62 per cent; Virden, S. D., 10 per cent and \$2,000 to surplus; Springfield, Minn., 7 per cent; Hector, Minn., 10 per cent; Milan, Minn., 30 per cent; Wheaton, Minn., 10 per cent; Tunbridge, N. D., 20 per cent; Pingree, N. D., 10 per cent; Church's Ferry, N. D., 40 per cent; Fairmont, Minn., 10 per cent; Clark, S. D., 20 per cent; Monterey, Minn., 10 per cent; Clark, S. D., 20 per cent; Wendell, Minn., 20 per cent; Lafayette, Minn., 20 per cent; Galesburg, N. D., 15 per cent; Glenburn, N. D., 10 per cent; Morgan, Minn., 15 per cent; Grain Growers' Grain Co., Winnipeg, 8 per cent; Wyndmere, N. D., 45 per cent.

At a meeting held at Alameda, Manitoba, under the auspices of the Grain Growers' Grain Co., the official lecturer demanded government ownership of all elevators and storage facilities both local and terminal; because, he said, "the farmers have paid for all the elevators that are built in this Western country and paid for some of them more than once. They have had to furnish the material that kept them in business, but have had no say as to the prices set, weight, dockage, shrinkage and many other things. The system the Grain Growers' Company recommends is this: Local government-owned elevators, enjoying the privilege of the terminal (that is, to clean grain fit for foreign markets), to give space for two-thirds the crop growing at every local point, and when one-third of the crop has gone forward at the close of navigation, there shall be home storage for the balance of the crop."

MILL OWNER'S MUTUAL FIRE INSURANCE COMPANY.

The sixty-fourth semi-annual statement of the Mill Owners' Mutual Fire Insurance Co. of Iowa, by J. G. Sharp, secretary, shows insurance in force of \$8,978,930 and deposit notes of \$284,449.90. The financial statement is as follows:

RECEIPTS.

Assessments	\$ 71,796.44
Guaranty deposits	15,853.93
Interest, etc.	7,433.45
Mortgage loans repaid.....	\$95,083.82
Cash in hands of treasurer, January 1, 1907.....	13,600.00
	47,626.60
	\$156,310.42

DISBURSEMENTS.

Losses	\$ 37,803.70
Expenses	15,383.91
Guaranty dep. returned.....	14,765.22
Mortgage loans made.....	\$67,952.83
Cash in hands of treasurer, June 30, 1907.....	38,800.00
	49,557.59
	\$156,310.42

Losses adjusted and paid since January 1, 1907 \$ 37,803.70
Losses reported (estimated)..... 1,500.00

ASSETS.

Deposit Notes Subject to Assessments	\$284,449.90
Real estate loans, first mortgage	\$204,757.10
Interest accrued on loans (not due)	3,291.82
Cash in hands of treasurer, June 30, 1907.....	49,557.59
	257,606.51
	\$542,056.41

LIABILITIES.

Losses reported (estimated)....	\$ 1,500.00
Surplus over all liabilities.....	\$540,556.41

The deposit notes of this company represent the amount of but one annual premium, instead of five years as in most cases.

The cost to policyholders the past thirty-two years has averaged but 50 per cent of the basis rate, or an average annual saving of about half the rates charged by reliable old line companies.

Be careful about buying damp wheat. Some of the new wheat arriving is very damp and needs prompt banding. Be careful. Better run it over at home before shipping. Don't attempt to ship it far—it might heat and cause trouble. Many farmers are careless. They always will be if dealers are too liberal and do not make any difference in buying. Send car numbers promptly.—King & Co.

For Sale

[Copy for notices under this head should reach us by the 12th of the month to insure insertion in the issue for that month.]

ELEVATORS AND MILLS

FOR SALE.

Elevators in Illinois and Indiana that handle from 150,000 bushels to 300,000 bushels annually. Good locations. Prices very reasonable. Address JAMES M. MAGUIRE, Campus, Ill.

FOR SALE.

A modern 100-barrel mill and feed mill in Michigan; sifter system; good boiler and engine and pumps. Mill now running and supplying city with electric light. Private side track to mill. Address MICHIGAN, Box 8, care "American Elevator and Grain Trade," Chicago, Ill.

MACHINERY

ENGINES FOR SALE.

Gasoline engines for sale, 5, 7, 10 and 20 horsepower.

TEMPLE PUMP CO., 15th Place, Chicago, Ill.

FOR SALE.

One No. 37 Howes Oat Clipper, good as new. Address

THE ADY & CROWE MERCANTILE CO., Denver, Colo.

FOR SALE.

One new Howe R. R. Track Scale, with all timbers; some of the framing done. You can save over \$100 and get a new scale. Write

A. S. GARMAN & CO., Akron, Ohio.

FOR SALE.

One Barnard & Leas No. 48, two Barnard & Leas No. 6 Separators, cheap; good condition, but too small for us.

SHEFFIELD-KING MILLING CO., Minneapolis, Minn.

FOR SALE.

One 12-horsepower Webster Improved Gasoline Engine and accessories, all in good condition. For particulars address

FRANK J. NEBERGALL, Trustee, Davenport, Iowa.

FOR SALE.

Gasoline engines; one 54-horse Fairbanks-Morse; one 28, one 16, one 12, 2, 8 and 25 horsepower Sterling Charter. All sizes and prices in small sizes.

A. H. McDONALD, 38 W. Randolph St., Chicago.

FOR SALE CHEAP.

One Barnard & Leas Oat Clipper, horizontal, No. 3, in good condition. One Willford No. 1, 3 roll feed grinder. Good condition. Will sell these at a bargain or trade for good hopper scale or grain separator.

H. C. HAMILTON, Nora Springs, Iowa.

SPECIAL BARGAINS.

In corn shellers. One No. 2 B. F. Constant Sheller, latest type made. One No. 4½ Western Combined Sheller and Cleaner. One No. 2½ Western Combined Sheller and Cleaner. These machines are practically as good as new and will be sold cheap. Write for prices.

A. S. GARMAN & CO., Akron, Ohio.

SCALES**SCALES FOR SALE.**

Scales for elevators, mills, or for hay, grain or stock; new or second-hand at lowest prices. Lists free.

CHICAGO SCALE CO., 299 Jackson Boulevard, Chicago, Ill.

Miscellaneous Notices

[Copy for notices under this head should reach us by the 12th of the month to insure insertion in the issue for that month.]

FLOUR MILLS AND ELEVATORS.

We sell 'em; we buy 'em; we trade 'em; we insure 'em—Mills and Elevators. If you want to do any of these write us.

BUCKEYE BROKERAGE CO., C. B. Jenkins, Mgr., Marion, Ohio.

HELP WANTED**WANTED.**

First-class representative wanted by reputable house to handle flour mill and grain elevator machinery. Must be experienced, with knowledge of trade, to make headquarters at Des Moines or similar center in Iowa. Good opportunity for right man. Salary, commission and expenses. Address

A, Box 8, care "American Elevator and Grain Trade," Chicago, Ill.

SITUATIONS WANTED**WANTED.**

Position as manager of elevator or line of elevators; 18 years' experience; keep double-entry books; best of reference. Address

A. W. WALLS, New Richmond, Ind.

ELEVATORS WANTED**WANTED.**

Elevator or mill and elevator for good improved Illinois or Iowa farm. Address

IOWA, Box 1, care "American Elevator and Grain Trade," Chicago, Ill.

LOCATIONS FOR ELEVATORS.

Good locations for elevators and other industries on the line of the Belt Railway of Chicago. Low switching rates and good car supply. For further information address

B. THOMAS, Pres., Room 11, Dearborn Station, Chicago, Ill.

ROOFING AND SIDING.**SYKES STEEL ROOFING CO.**

114 W. 19th Place, Chicago

MAKERS OF FIREPROOF WINDOWS

WE manufacture all gauges of corrugated iron, either painted or galvanized. We make Patent Cap Roofing, Roll Cap Roofing, "V" Crimped Roofing, Metal Ceilings, etc., etc.

We make a specialty of

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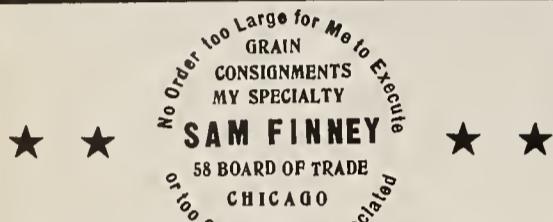
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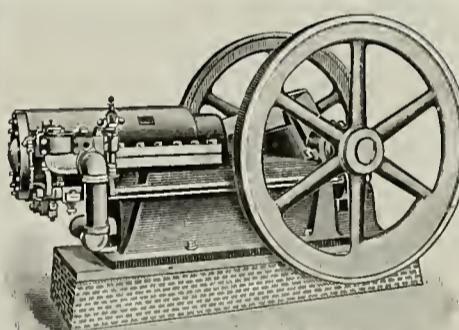
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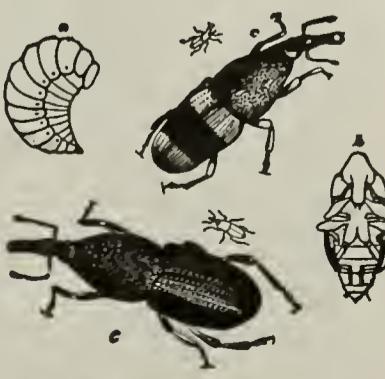
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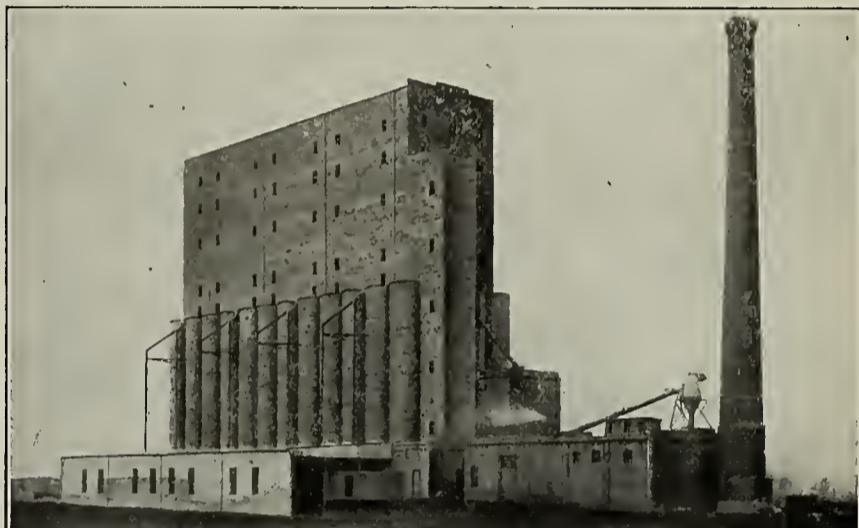
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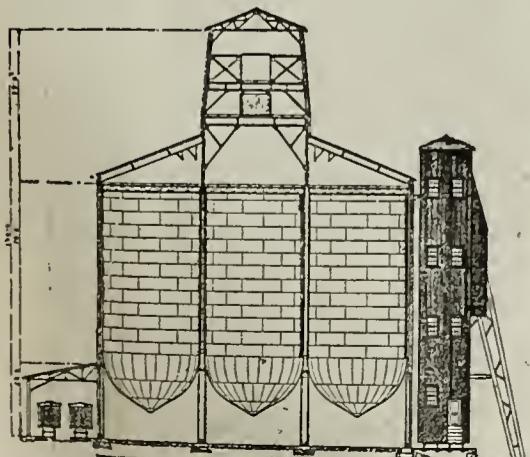
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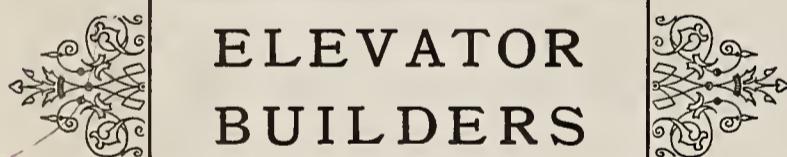
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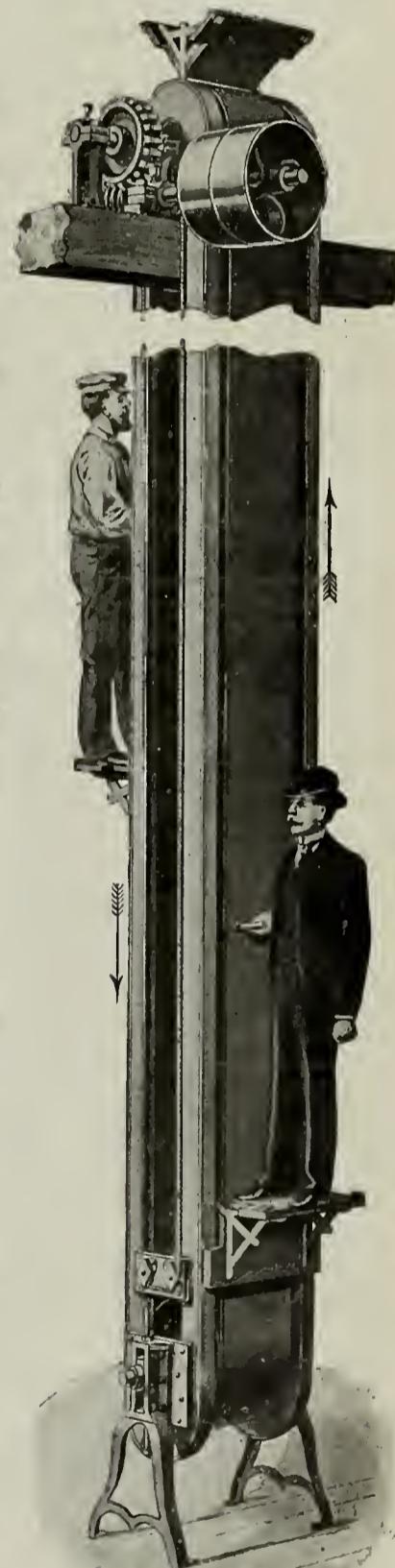
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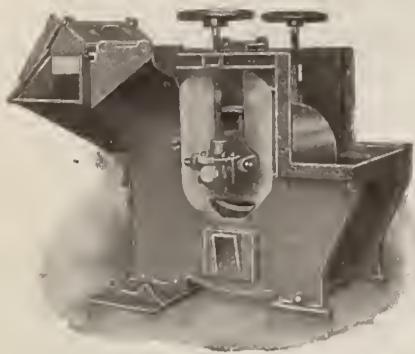
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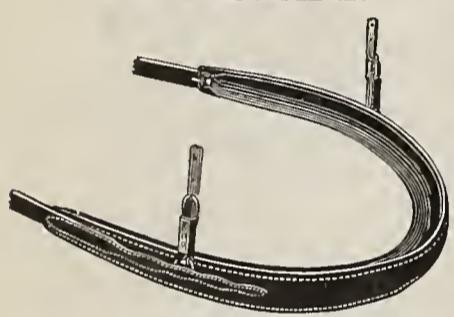
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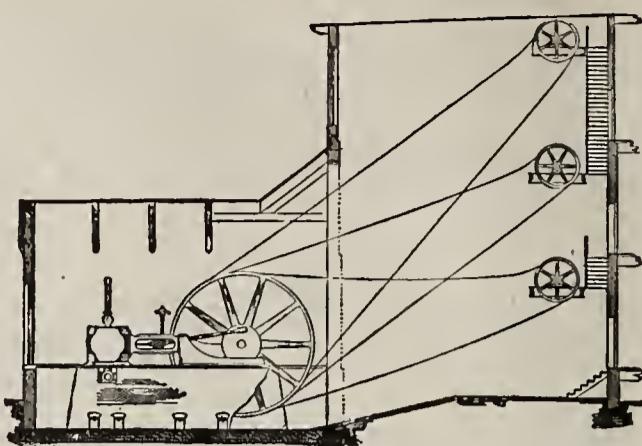
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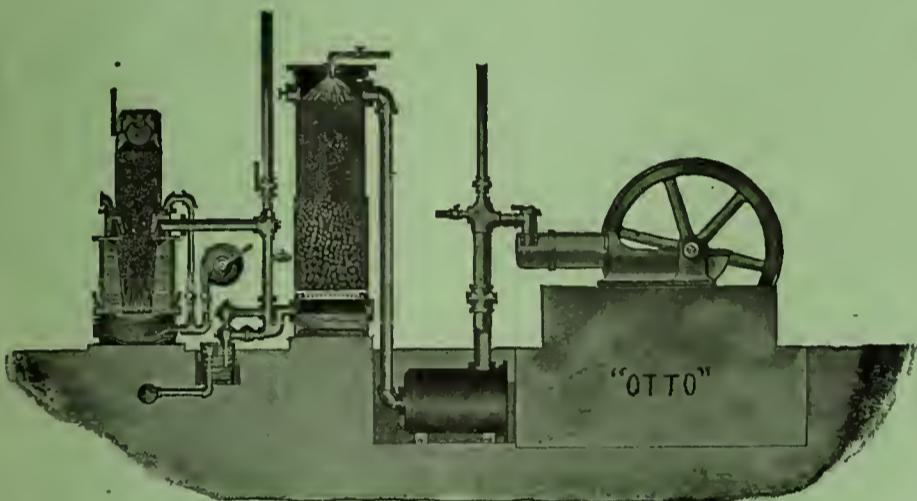
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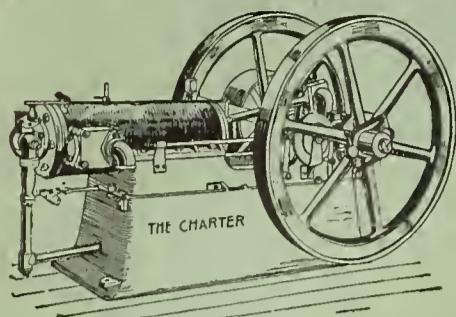
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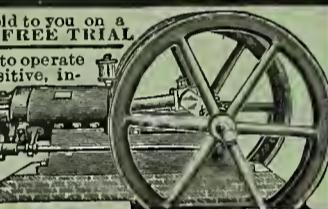
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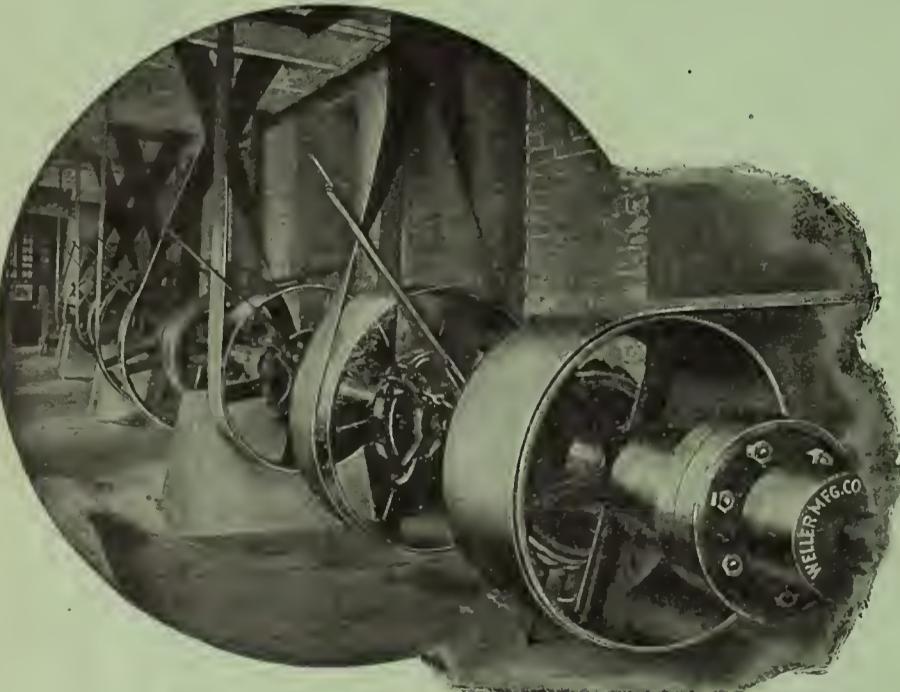
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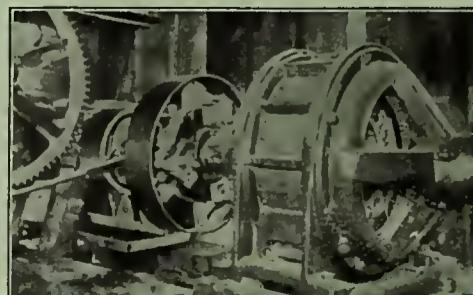
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